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The Solicitors' Journal.

LONDON, FEBRUARY 22, 1873.

THE ATTORNEY-GENERAL has re-introduced his Jury Bill in the form in which it left the Select Committee last year, and by so doing has got it read a second time already. So scrupulous has he been to preserve the exact result of the deliberations of the Select Committee that even the misprints remain. A Nisi Prius record still appears (section 63) as a "Nis Prius record," as it did in every print of the bill last session. We still read of the jury-man, "who is authorised to be summoned" (section 102). The summons to jurymen is still to have a copy of the 71st section of the Act printed on it (section 68), notwithstanding that the 71st section is now wholly uninteresting to them, and the one which is interesting to them, and which was 71st when the bill was introduced last year, has now become the 72nd. It is still difficult, if not impossible, to know the effect of a man's being put on the list who ought not to be on (see sections 5, 7, 10, 14, 16, 32), or of a man being summoned who ought not to be summoned (see sections 50 and 102). Overseers are still to be puzzled by receiving a precept directing them to make separate lists of special jurors and common jurors, followed by one form supplied for their use in which the two lists are made out together. The unnecessary provision as to the number of jurors on a County Court jury (section 53) still remains, for the sole purpose apparently of raising a doubt whether the general provisions of the Act do or do not apply to County Courts. If they do apply, County Court suitors have the valuable privilege of demanding, three days before the hearing, to have their case tried by a jury, but the jury cannot be compelled to come unless they are served eight days before (that is, five days before the demand), and they are to be told so on the notice requesting their attendance. Moreover, a defendant in a County Court need only be served ten clear days before the hearing, so there may only be two days for him to demand a jury, for the County Court to send a precept to the sheriff (sections 57 and 65), and for the sheriff to post the summonses. The practical effect, therefore, of the section which says that the number of jurors in a County Court shall be the same as hitherto, appears to be to abolish such juries altogether. Most of these defects, together with others, were pointed out by us last year, but scarcely any of the defects of form in last year's Bill have been remedied, while some few new ones have been introduced by the amendments in Committee. It may be, of course, that the Attorney-General has ready a series of amendments to remedy these defects, and that his reason for introducing the Bill in its present rather discreditable shape is the wish that it should be not merely in effect, but to the letter, identical with that which passed the Select Committee. The experience of previous legislation, however, shows that defects of this nature in a Bill seldom are put right after the introduction. We trust that this Bill will prove an exception, for in the first place legislation is much wanted, and in the next this Bill is in substance a good one. There are a few matters of some importance in which it might be improved. We prefer nine to seven for the ordinary number of a jury, and we think some provision should be made for granting compensation and future exemption either perpetual or for a term of years to jurors who serve on exceptionally long cases. A judge should have power in these cases to order additional renumeration and to give certificates of exemption. The great principle should be to treat the liability to ordinary service on juries as a public duty, and to distribute the work fairly amongst all who are liable, and thus as far as possible to prevent its pressing hardly on individuals. This principle is substantially that adopted by the Bill, except that the provision for exceptional cases has not yet been introduced.

A little careful revision on small points of detail would make this an excellent measure. Supposing it passed, however, it remains to be seen whether the undersheriffs and other officials would act upon it. Lord Enfield's Act of 1870 would remedy many of the grievances under which jurymen now labour, if only its provisions were carried out. That Act, however, seems now almost wholly forgotten, so much so that it is generally believed that the substitution of a property or occupation qualification for the "merchant or esquire" qualification for special jurors is a novelty in the Attorney-General's Bill. In fact, however, that substitution was made in 1870.

AS THE PRINCIPLES which Lord Westbury laid down before Christmas in *Coghlan's case* (*ante* p. 127) and *Blundell's case* (*ante* p. 87) become by subsequent decisions more fully developed, the apprehensions of a dangerous conflict of opinion which were then excited throughout the profession have been to a large extent realised. The second sittings in the European Arbitration, which were recently brought to a conclusion, have added several new cases to the previous decisions upon this point. It is well known that, in the Albert Arbitration, Lord Cairns was ready to accept almost any evidence of acquiescence in being transferred to a new company as sufficient to effect a novation. This doctrine Lord Westbury in the cases to which we have before referred disclaimed in the plainest and most precise terms. "I cannot legislate," he said, "to the extent of saying that I will require a writing. But I will require evidence to make a new contract as plainly as if it were expressed in writing." Acting upon this principle policyholders have in the European Arbitration escaped the transfer of their claims to a new company in cases where in the Albert Arbitration novation would undoubtedly have been held to have been effected. Lord Westbury has resisted alike the evidence of payment of premiums to the transferee company and even in *Conquest's case* (reported in another column) that of acceptance or non-refusal of a bonus from the transferee company. As regards payment of premiums such payment to the new company must, his Lordship holds, be referred, in default of clear evidence to the contrary, to the old contract and the old rule, which will still be considered as kept alive by the assignee of the business who, by virtue of the transfer, has a right to receive the premiums on old policies, as agent for the company which granted those policies. The onus of proving the contrary is on the company which alleges the novation. As regards acceptance of bonus,—which, in the Albert Arbitration and in the cases in Chancery, has been held almost, if not quite, conclusive of novation—Lord Westbury holds that such an acceptance may be conformable with the provisions of the amalgamation, and not conclusive of any intention to accept a new contract. *Barnes' case*, one of the most recent decisions, establishes that a company cannot under provisions in its deed of settlement hand its creditors over neck and crop, whether they will or no, to a company whose liability they have never accepted, and then after a so-called dissolution leave its unfortunate policy-holders to get where they can satisfaction for their just demands.

It is evident from some remarks which dropped from Lord Westbury in the course of the argument in *Conquest's case* that his Lordship is fully sensible of the difficulty created by such a conflict of opinion as that to which we are here adverting. "Perhaps," he said, "there is no real difference between Lord Cairns and myself, for I gather from what he said that he considered that novation ought to be established where there is no evidence, express or implied, that the new company was made agent of the old company; but that, where agency can be inferred, payment to the new company does not establish novation. Again, though it may well be held that if the circular from the old company promises certain advantages and states that payment of premiums to the new company will be taken to show acceptance of the new company, a person paying premiums under those circumstances must be held to have novated, it by no means follows that a similar view is to be taken with regard to a person who has merely received notice of a transfer, accompanied by eulogistic expressions as to the consequences of that transfer." This labouring to show that on the principle involved in questions of novation, no new doctrine has, in this arbitration, been introduced different from that which prevailed in the Albert Arbitration, recalls some expressions in *Blundell's case* (*ante* p. 87), one of the first cases on novation which Lord Westbury decided. "There is no difference," his Lordship there said, "between Lord Cairns and myself on the principle of law that governs these cases. Lord Cairns held that it was a question of novation, and that novation was a question of fact. I hold also that novation is a question of intention, and that intention is a fact that must be proved." But, granting that there is no discrepancy in respect of principle, the fundamental difficulty lies in the different degree of weight attached in the two cases to the evidence which is to show the intention, or to establish the agency, or to prove the acceptance from the transferee company of a benefit which, except on the assumption of an agreement to accept a transfer of liability, would not be receivable.

With regard to this question, no one can regret that the European Arbitration has let in the light of common sense upon a particular point of law which was fast becoming enveloped in cunning subtleties and minute technicalities; but at the same time, in view of that which, in spite of Lord Westbury's assurances, we cannot but regard as a conflict of opinion, no lawyer can at present advise with confidence upon a question of novation except with a view to the particular judge before whom, in the event of litigation, the question will have to be tried.

In the case of *M'Carthy* v. *Metropolitan Board of Works*, decided by the Exchequer Chamber on Friday week, compensation was claimed under section 68 of the Lands Clauses Act, 1845, for depreciation in value of land used as a contractor's yard, owing to the shutting up of a "draw-dock" near to it, but separated from it by a public road. In a somewhat similar case—*Chamberlain* v. *West End of London Railway Company* (11 W.R. 472)—the Court of Exchequer Chamber had affirmed the right to compensation of the owner of houses intended to be used as shops the value of which was depreciated by the obstruction of a highway running in front of the plaintiff's property. It was contended that *Chamberlain's case* was overruled by the House of Lords in *Ricket* v. *Metropolitan Railway Company* (15 W.R. 937, L.R. 2 H.L. 175), where a claim made for depreciation in the value of a public-house caused by the obstruction of a road, was negatived by a majority consisting of Lords Cranworth and Chelmsford. The majority of the Exchequer Chamber, however, came to the conclusion that *Chamberlain's case* was not overruled; but it is evident that great difficulty was felt by most of the members of the Court in distinguishing it from *Ricket's case*; and it seems probable that *McCarthy's case* will be taken to the House of Lords. It must then be definitely decided whether there is any resting-place between the view of Lord Westbury, that, in the construction of the section giving compensation for lands "injuriously affected," depreciation in the value of the land is the main test to be applied, and the view apparently taken by Lord Cranworth and Lord St. Leonards (in *Caledonian Railway Company* v. *Ogilvy*, 2 Macq. 229), that to constitute an injurious affection there must be an actionable injury to one of the real rights which are recognised by the law as capable of being attached to the ownership of land.

We published last week a letter, signed "Justitia," complaining that under the present bankruptcy law the functions of both counsel and solicitor are superseded by accountants, or persons calling themselves accountants. We have since received a further communication upon the same subject, which we print in another column. There is some reason to believe that the complaints of our correspondents are well founded, and we should be glad to know why it is that these individuals, who dare not appear for one moment before the Chief Judge, are allowed in some cases to attend before the Registrar? Nothing, according to our view, can be more subversive of the dignity of a court, or more injurious in the long run to the interests of suitors than the recognition, or the introduction, of unqualified practitioners. The Lords Justices in *Ex parte Broadhouse* (15 W. R. 1154, L. R. 2 Ch. 655) held that a Commissioner was not bound to hear a solicitor's clerk even though the latter was himself a solicitor, and admitted to practise in bankruptcy as such. Surely, if a solicitor's clerk cannot be heard, an accountant, or still less an accountant's clerk, should not enjoy that privilege. We feel convinced that the matter has only to be mentioned to be set right. In most of the County Courts a very wholesome rule obtains of requiring every person practising before the judge to sign a roll. Why should not the same regulation be enforced in the Court of Bankruptcy?

We have received a long epistle dated from the "City Prison, Holloway," and purporting to be signed by Mr. Skipworth, who seems to be rather aggrieved that so little is said about him, "in praise or dispraise, in the London papers." We are glad to find that after three weeks in Holloway Prison he is "quite as well satisfied with himself, to say nothing of his quarters, as the day he came." He says he is "cheerful and happy," "light-hearted," and "hails his position with gladness," and altogether it seems difficult to imagine a more contented being. Of course, we fully agree that "it was not from sheer love of confinement and being shut out from the world" that he came to prison; but, after giving so glowing a description of the delights of his life in retirement, it seems rather inconsistent of Mr. Skipworth to demand "an instant and honourable dismissal" from the scene of all his happiness. As to the substance of his letter, we have only to say that if we found in it temperate argument or calm statement of fact, we should insert it in spite of its length. The assertions and observations in which Mr. Skipworth indulges are not, however, in our opinion, likely in any way to advance his cause or to promote the intelligent discussion of a case involving a doctrine, upon the extension of which constitutional lawyers cannot look without some apprehension.

One of the sections (85) of Lord Selborne's Bill provides that "after the commencement of this Act all persons admitted as solicitors or attorneys of or by law empowered to practise in any Court, the jurisdiction of which is hereby transferred to the High Court or the Court of Appeal, shall be called Solicitors of the Supreme Court . . . and all persons who from time to time, if this Act had not passed, would have been entitled to be admitted as solicitors or attorneys of or been by law empowered to practise in any such Courts, shall be entitled to be admitted and to be called Solicitors of the Supreme

Court, and shall be admitted by the Master of the Rolls." Is it intended that English solicitors shall append to their names the favourite designation of their Scotch brethren —S.S.C. ?

WE ANNOUNCED several weeks ago that there was reason to hope that the Bill for the Appointment of Public Prosecutors would this year be made a Government Bill, and we observe with great satisfaction that on Thursday last Mr. Bruce stated in the House that "it was the intention of the Government to deal this session with the question of a public prosecutor, whereby he hoped that difficult matter would be solved."

THE SUPREME COURT OF JUDICATURE BILL.

The Lord Chancellor has lost no time in putting before the country his scheme for the solution of the problem that has been vexing the mind of the public—at all events the legal public—for a great number of years. The details of the scheme are not as yet sufficiently before us to enable us to form a definite judgment how far it is more likely to succeed than its predecessors; but so far as appears from a perusal of the Bill, assisted by the very detailed and luminous statement made by the Lord Chancellor on the occasion of its introduction, the measure seems to us, though far from complete, to be a longer step towards the desired object, and in a better direction, than any of them.

We regret very much to find that the Bill contains a classification of the business to be assigned to each Division of the proposed High Court, in terms which may but too easily be interpreted as limiting the jurisdiction of the several Divisions; and although there is a provision (section 36) for the transfer of cases which may be commenced in a wrong Division, it is enacted in terms which may easily be read as throwing upon the plaintiff the duty of applying for a transfer, and which appear to leave it open to the defendant, without having made any such application, still to object at the hearing of the cause that the plaintiff had mistaken the Division, and to the Court, upon such objection, to dismiss or stay the action altogether, instead of acting on the provisions of the section in question. The next clause (section 37) which seems at first to be directed to this question does not really touch the point; it is rather a substitute for the arbitrary power of reference which we last week* proposed to vest in the Court, with the disadvantage of being entrusted only to the Lord Chancellor and Lord Chief Justice of England (who are required to concur and yet are not, that we can see, called upon to sit together for the purpose), instead of the judge who has heard the case and is acquainted with the facts. We regret, further, to find that cases are still to be treated in a different manner, not by reason of any essential difference, but on account merely of the Division to which they happen to be assigned; so that, for example, a patent case (which may be assigned to any Division at the option of the plaintiff) will have to be argued on all questions of law before three judges, if assigned to the First, Third, or Fourth Divisions, but must be dealt with by a single judge if assigned to the Second. We are also at a loss to understand the principle upon which Admiralty causes (which savour at least as much of Common Law as of Equity) are assigned to the Second Division, while Probate cases (which are all but purely administrative) are kept separate, instead of taking their natural place among the subjects assigned to the Equity Division. In this respect we cannot help suspecting that the moving cause was a desire not to interfere with the functions of the existing Judge of the Court of Probate; but surely a personal consideration of that sort ought not to be allowed to mar a scheme intended to be permanent. The conjunction of Probate and Divorce matters is merely accidental, arising out of a natural desire on the part of Parliament to avoid an unnecessary multiplication of Judges; and we cannot but consider that the fact that the same Judge now presides in two essentially different Courts, the business of one of which is cognate to one department of general business, and that of the other to another department, is one of the worst reasons possible for not only continuing that unnatural connection, but preventing *in perpetuum* the natural and logical arrangement of the business, by keeping it apart from all the rest. In our opinion the Probate business ought to be assigned to the Second Division, and the Divorce business to the Third; and (if it be thought desirable to have an unattached Judge with a definite jurisdiction) the Admiralty business should be assigned to the extra Judge; and we think that any difficulty of a purely personal nature might be obviated by offering Sir J. Hannen his choice to which of the Divisions named he should be attached. We are not, however, favourably impressed by the proposal to keep one Judge out of the Divisional System for the purpose of attending to a specific class of business; we should prefer to see the Divisions so altered as to include all the Judges, and think three Divisions of seven Judges each the best arrangement—on the hypothesis that twenty-one is to be the permanent number of Judges—or four of six each if, as we should prefer, the number of twenty-four were retained; but if there is to be an unattached Judge, we think he would be better employed in trying the cases in the general list provided for by the Bill (Schedule, rule 29) for all Divisions alike, than in any such special business as suggested. The unattached Judge would thus be made a sort of "Permanent Lord Ordinary," after the Scotch fashion, an office which might be very appropriately filled by the Junior Judge for the time being.

We regret also to find that the Bill is entirely confined to the Courts in London (except so far as it abolishes the two Palatinate Courts of Common Law), and that there is apparently no intention to institute any Courts sitting permanently in the country, fitted to be entrusted with unlimited jurisdiction. We had hoped that, in accordance with the views expressed both at Liverpool and Birmingham, and to a certain extent at least acceded to by the Judicature Commissioners, some proposal would have been made for establishing permanent branches of the High Court at two or three important mercantile centres, where justice could be administered in all cases, subject only to the same right of appeal as is given from judgments of the branches of the High Court sitting in London. Whether the Judges of these local Courts should be permanent, or should (as we would greatly prefer) be ordinary Judges of the High Court; and whether, in the latter case, the country courts should be filled by any system of rota, or by the Junior Judges for the time being; are questions of detail involving some consideration: but that they should either be judges of the High Court (or of equal rank with such judges), or should be entitled, as of right, to succeed to vacancies in the High Court, is, in our opinion, essential to the success of the proposition. No other system will secure the services of the best men, and to no men other than the best ought unlimited jurisdiction to be instrusted.

Another source of regret is, that the Lord Chancellor should have so far yielded to last year's opposition as to mutilate the proposed Court of Appeal, even to the extent of aggravating one of the principal evils at present complained of. If the Bill should pass in its present shape, we shall have three Courts of Final Appeal instead of two, and no one of these will have a truly imperial character. The composition of the proposed Court of Appeal appears as good as can be desired for the limited jurisdiction given it by the Bill, but we hope that the Bill will not be permitted to become law without material alteration in this respect, and then, if such alteration should be made, the Court would, as proposed, be open to the objection urged against Lord Hatherley's proposal of last year, that it does

* Page 308.

not provide sufficient representation of any part of the Empire other than England and Wales,* and a further modification would thus become necessary.

These are what appear to us to be the most prominent objections to the measure proposed; and it will be observed that they are exclusively matters of detail capable of easy rectification. Notwithstanding these we think the Bill by far the nearest approach to a satisfactory settlement which has yet been brought before Parliament, and look forward with hope, and not without some confidence, to its passing in, we trust, an "enlarged and improved" form.

LIABILITY OF THE PAST MEMBERS OF A LIMITED COMPANY IN RESPECT OF THE COSTS OF THE WINDING UP.

The questions attending the determination of the liabilities of the past members of companies in liquidation are beset with so many difficulties that it is necessary to limit, in the strictest manner, the area within which our remarks are, in the present article, to be confined. With respect to companies not registered under the Act of 1862, considerations have to be entertained of a character entirely distinct from those which govern the question with regard to companies which are so registered; and, again, it might be inexpedient if not impossible to treat at the same time the case of an unlimited company under that Act, and the case of a limited company. The subject, therefore, which we would clearly set forth as that upon which we here propose to offer some observations is this—a company limited by shares, and registered under the Companies Act, 1862, having gone into liquidation, in what order of priority are the costs, charges, and expenses of the winding up to be paid, and who are the parties liable to be called upon to contribute in respect of those costs, charges, and expenses.

Now, as regards, first, the order of priority, no question can, in a voluntary winding up, arise. The 144th section of the Act of 1862 expressly provides that in the case of a voluntary winding up, all costs, charges, and expenses properly incurred shall be payable out of the assets of the company in priority to all other claims. Upon this we would only pause for a moment to point out that the fund out of which payment is to be made is "the assets of the company." We shall have something more to say upon this presently. With regard to a winding up under the order of the Court there is no similar precise enactment; but upon this point it will be sufficient to refer to the observations of Lord Cairns in *Webb* v. *Whiffin* (L. R. 5 H. L. 711, 735), where, after referring to the above direction in the case of a voluntary liquidation, his Lordship goes on to say, "In the case of a winding up under the order of the Court there is no such provision; it being, I suppose, presumed that the Court would see that the justice of the case required that, in the first instance, the costs of the winding up ought to be paid." It is conceived, therefore, that with regard to these costs, there is between a compulsory winding up and a voluntary winding up no difference in principle, but that in all cases the costs are to have priority in payment out of "the assets of the company."

Who then are the persons liable to pay these costs, charges, and expenses? Of course, in the first instance, the A contributories,—that is to say, the members of the company who were members at the date of the commencement of the winding up—are, to the limit of their liability upon their shares, liable for these costs, as for all other debts and liabilities of the company, entirely and to the exclusion of any of the past members. But upon the failure of the A contributories to satisfy the measure of their liability, under what circumstances and to what extent do the B contributories—the past members who, having ceased to be members within a year before the winding up, are liable under the 38th section—become liable in respect of these costs, charges, and expenses? Regarding this question upon the decisions it must be said to have been left, so far as the cases have proceeded hitherto, in a most unsatisfactory position. There are in fact two direct decisions only upon the point, the one of which is *Brett's case* (19 W. R. 517, 687, L. R. 6 Ch. 800), and the other, *Marsh's case* (20 W. R. 87, L. R. 13 Eq. 388). *Brett's case* was this:—Brett, being on the B list of contributories, bought up, before any call was made upon him, and released to the company, all the debts which were due and owing by the company when he ceased to be a shareholder, and which remained due at the winding up. It was held that all the debts in respect of which he was liable having been thus extinguished, no call could be made upon him; and, this being so, it was held that to make him contribute to the costs of the winding up would only be to render him indirectly a contributory towards the payment of debts in respect of which he was by the judgment declared not to be liable. Upon the general consideration of the decision in *Brett's case* we here offer no remarks. In the discussion of that decision in connection with the subsequent decision of the House of Lords in *Webb* v. *Whiffin* several most interesting points arise. In the light however of that decision of the ultimate Court of Appeal, leave has been given by the Lords Justices to have *Brett's case* re-heard; and from that re-hearing may be anticipated a resolution of many difficulties which now attend the subject. These are considerations, however, which do not at all concern us for our present purpose. The one and only point that concerns us is this, that, taking it that Brett was under the circumstances of that case released from liability to contribute to the payment of past debts, it was held that he was also released from liability to contribute to the costs of the winding up. Passing on to *Marsh's case* (20 W. R. 87, L. R. 13 Eq. 388) we have there this difference, that it was not until after the settlement of their names on the B list, and the making of a call that the B contributories bought up the debts in respect of which they were liable; and, this being so, it was there held that the B contributories must pay the costs occasioned by their own remissness—that they were liable, that is, to pay the costs of settling the B list. But, it was added, such payment was only to be made if the liquidator had not in his hands money sufficient to pay them. The principle upon which this latter portion of the order proceeded is not easy to recognise. The order appears, in fact, to leave the determination of the liability of the B contributories to depend entirely upon the accident of whether or not the liquidator has moneys in hand to pay the costs. It will be observed that *ex concessis* the assets were insufficient to pay the debts, and therefore to allow these costs to be paid out of moneys in the hands of the liquidator was to relieve the B contributories at the expense of the creditors. Taking these two cases together it seems impossible to deduce from them any rule more satisfactory than this—that B contributories can only be called upon to contribute to such costs of the winding up as are occasioned by proceedings relating to themselves, and that whether they shall or not be called upon to contribute towards the payment of these costs is a question to be determined by the Court in its discretion according to the justice and equity of the case.

We cannot but anticipate that future decisions will establish a principle much broader, and resting upon a much more solid basis than this. Taking the question upon the words of the statute, we find the enactment to stand thus:—By section 38, "every present and past member . . . shall be liable to contribute to the assets of the company to an amount sufficient for the payment of the debts and liabilities of the company, and the costs, charges, and expenses of the winding up, &c., with the qualifications following;"—and the second qualification is:—"No past member shall be liable to contribute in respect of any debt or liability of the company contracted

* On this question see our remarks on Lord Hatherley's Bill, 16 S. J. 478, which we do not think it necessary to do more than declare our adhesion to.

after the time at which he ceased to be a member." Upon these words Lord Chancellor Hatherley said in *Brett's case* (19 W. R. 687, 690, L. R. 6 Ch. 800, 807), "I am inclined to think the proper construction [of the words] would be, *reddendo singula singulis*, to take the contribution for costs as applicable to the present members, and not to the past members." And from observations made by Lord Chelmsford at the close of his judgment in *Webb* v. *Whiffin*, it would appear that his Lordship takes the same view—"The calls," he says, "upon the existing shareholders, are to be first applied in payment of the costs, charges, and expenses of the winding up. If the amount called for to the whole extent of the liability of this class of shareholders, or their ability to satisfy the calls, is insufficient for this purpose, then and then only the past members can be called upon to contribute, so that there can be no apportionment between these two classes of shareholders, with respect to their liability upon this ground." Now upon this we would remark, in the first place, that payment of these costs, charges, and expenses is not by the Act directed to be made out of any particular fund, but out of "the assets of the company." What these assets are cannot be known until the whole winding up is concluded. The payments of the B contributories are as much "assets of the company" as those of the A contributories. A direction for priority of payment out of the assets of the company is not a direction for payment out of A contributions in priority to B contributions. It cannot be too strongly insisted that the whole scheme of the Act is to provide, by contributions according to certain ascertained rules, a common fund out of which everything is to be paid. This fund constitutes the assets of the company, and in considering the question of the payment of any particular debt or class of debts, we have no concern whatever with the process by means of which the common fund has been collected. True it is that the limit of certain contributions is in some instances to be ascertained with reference to the amount of certain debts, but it is erroneous to infer that contributions, whose amount is ascertained with reference to certain debts, are to be employed in discharging those debts, or have in any question of payment any connection of any sort or description with them. The contributions when ascertained and received are to be paid into the common fund, and out of that common fund all debts, liabilities, and costs alike are to be discharged and paid.

Our space will allow us to notice but very briefly the principle upon which, in our judgment, the question of the liability of the B contributories in respect of the costs must be determined. Recurring once again to the words of the 38th section, and assuming that we are not to understand Lord Hatherley by the expression "*reddendo singula singulis*" to mean that we are to disjoin the words "past member" from the words "costs, charges, and expenses" altogether, we find that by picking out from the section the words which concern our present purpose, the enactment therein contained is in fact this:—Every past member shall be liable to contribute to an amount sufficient for the payment of the costs, charges, and expenses of the winding up, but no such member shall be liable to contribute in respect of any debt or liability contracted after he ceased to be a member. It is clear that these words are meaningless, but on the supposition that the Legislature contemplated some costs, charges, and expenses of the winding up as being of the character of debts or liabilities contracted before the past member ceased to be a member. Is not this, then, the true position of affairs—A joint stock company is a body of a peculiar character which, when once incorporated, can never again cease to exist but by undergoing in one form or another the process of winding up provided by the Act. This winding up cannot be carried out without incurring certain costs, for whose payment directions are given in the Act. The liability to these costs is a liability which attached upon the company from the very moment of its incorporation. The costs, therefore, so far as they have been occasioned by, or are attributable to, the B contributories, or the debts in respect of which they are liable, are of the nature of a liability of the company contracted before they ceased to be members, and fall therefore within the category of those debts and liabilities in respect of which they may be called upon for contribution. If this be established, we should be prepared to maintain that the fact that the costs have or have not been paid out of any fund under the control of the liquidator before the B contributories are actually called upon for their contributions can make no possible difference. This is a point to which we shall hope to revert upon a future occasion, and the position we shall endeavour to establish is this—that all liabilities are to be determined as at the date of the commencement of the winding up; that, although circumstances occurring after that date may be taken into account for the purpose of ascertaining what was the true measure of those liabilities at that date, yet that such circumstances cannot be taken into account for the purpose of diminishing or altering the amount of those liabilities from that which was their true measure at the date of the winding up.

REVIEWS.

Bankruptcy Law, 1869. *Arranged in Index Form for Ready Reference, with the Decided Cases to Christmas*, 1872. By A Practitioner. London: William Amer. 1872.

The object of this work is to afford to the practitioner a handy book on bankruptcy law for immediate reference and quotation; and with this view the Acts, rules, forms, and decisions are classed under various heads in alphabetical order. The design is a useful one, and, so far as regards the arrangement of the sections of the Act and rules, appears to be carried out with some success; but the collection of cases is very far from complete. To take one page only, it is surprising to find such a decision as *Ex parte Cohen, Re Sparke*, cited from the "Weekly Notes," 1870, and no notice taken of the full reports of the case under the same name before the Lords Justices. So also *Ex parte Ward, Re Causton*, mentioned a few lines lower down, appears in the text as a case decided at the Liverpool Court only. A reference is given in the *addenda* to a report of the case on appeal to the Lords Justices, but the writer appears to be in ignorance of the report of the case before the Chief Judge in Bankruptcy (20 W. R. 981). On the same page, among the cases relating to "order and disposition," we look in vain for any reference to *Blackburn* v. *Homan, Re Broadbent* (19 W. R. 1078), and omissions of equal importance are observable in other parts of the book. This is to be regretted; for the idea is a good one, and deserves to be carried out with more care than the author appears to have bestowed upon it. If the book should reach a second edition, and he will be at the pains to make the collection of cases complete, he may produce a really valuable manual of bankruptcy law.

The second reading of the Supreme Court of Judicature Bill is fixed for Tuesday week.

The hearing of the appeal of Mr. Edwin James before some of the Common Law Judges at Serjeant's-inn commenced on Thursday. The Lord Chief Baron presides.

The Law of Bankruptcy.—At the recent meeting of the Associated Chambers of Commerce, a series of resolutions was adopted in favour of an amendment of the law of bankruptcy, providing, *inter alia*, that a debtor should be adjudicated a bankrupt upon the motion of any creditor, and without petition, where a meeting for liquidation has failed; that an offer of less than 20s. in the pound be deemed an act of bankruptcy; that a single creditor of £20, or two or more of £50, should be allowed to petition; that power be given to judges and magistrates to issue warrants for the arrest of debtors about to abscond on the affidavit of a creditor or creditors; and that no debtor be allowed to petition for liquidation without the assent of one or more of his principal creditors. It was also agreed to urge the Government to bring in a Bill to assimilate the law of bankruptcy in Great Britain and Ireland.

COURTS.

THE EUROPEAN ASSURANCE SOCIETY ARBITRATION.*

(Before Lord WESTBURY.)

Jan. 21.—*Re Wellington Reversionary, Annuity, and Life Assurance Society, Conquest's case.**

Novation—Premiums—Bonus—Amalgamation.

C. effected a policy carrying profits on her own life with the W. Company, "the profits to be appropriated so as to make the policy payable during her life." She subsequently received a circular stating that an offer for the union of the W. Company and the B. N. Company had been accepted, that such union would be beneficial to the policyholders in the W. Company, and that the terms and conditions contained in the policies issued by the W. Company would remain unaltered by the arrangement. C. thenceforth paid her premiums to the B. N. Company till its amalgamation with the E. Company, after which time she paid her premiums to that company. She subsequently received a letter from the E. Company, announcing the allotment of a reversionary bonus in respect of her policy. To this letter C. made no reply.

Held, that there had been no novation, and that C. was entitled to rank as a creditor of the W. Company.

This was a question of novation. In 1861 the Wellington Reversionary Annuity and Life Assurance Society granted a policy to Mrs. Conquest, a widow. The policy was on her own life for £300, with profits, "such profits to be appropriated so as to make this policy payable during lifetime of the assured." In 1863, the Wellington Company having agreed to transfer their business to the British Nation Life Assurance Association, issued a circular to its own policyholders, which communicated the fact of this agreement, and then, after mentioning the date fixed for the transfer, proceeded as follows:—"The terms and conditions contained in the policies issued by this society will remain unaltered by this arrangement. The policyholders are fully guaranteed for all claims under their present policies by the British Nation by the agreement between the two companies, but any of the assured desiring it can have the endorsement to that effect on their policies, or can receive new policies from the British Nation;" and the circular further contained a statement of the advantages anticipated from the union of the companies in the following words:—"The union of companies increases business, income, security, and bonus, and decreases expenditure, competition, and the liability to fluctuation. The whole of the saving goes to improve the prospects of a large bonus. The Wellington policyholders will have, not only the security of the large annual income of the joint business, but it has been arranged that in all future bonuses they shall participate on an equality with all the other policyholders in the conjoint companies."

On the same day a circular was issued by the British Nation Company, containing the following paragraph: "It is necessary for me to inform you that all policyholders are perfectly secure under the renewal receipts, and that the terms and conditions contained in the policies issued by the Wellington Society remain unaltered by the transfer."

Mrs. Conquest did not have her policy endorsed nor take a new policy, but she paid her premiums to the British Nation Association, and took their receipts until 1865, when the association transferred its business to the European Society, after which time she paid her premiums to that society, and took their receipts. In 1867 a bonus was declared by the European Society, and the circular intended to be sent to all the Wellington policyholders to announce the bonus was in the following form:—"I have great pleasure in informing you that the amount insured under the above policy has at this division been made payable on the life assured attaining the age of —— years, unless the policy shall have previously become a claim by death, or the reversionary sum of £—— applicable to the above policy can be added to the amount assured. Should I not hear from you before the 29th of September next, I shall conclude you have adopted the first mode of application, namely, of making the policy payable in the lifetime of the assured." This first alternative, as will be seen, was to provide for the fact that Mrs. Conquest and other Wellington policyholders had effected their policies on the terms of payment during lifetime.

Mrs. Conquest, however, never received that circular, but by some mistake received a letter, "I am instructed by the Board of Directors to announce to you, that a valuation of the affairs of this society up to the 31st of December, 1865, has been completed, and that an allotment of reversionary bonus to that period has been made. I have great pleasure in informing you that the reversionary sum added to the above policy is £2 8s.—you will please attach this notice to the policy as the official declaration of the bonus addition." Mrs. Conquest took no notice of this letter, and the European Company, on the assumption that she had received the first letter, the one which she was intended to receive, subsequently informed her that a bonus would be payable to her at eighty-five if she lived to attain that age.

Mrs. Conquest now claimed to prove against the Wellington Company, as a preliminary step to presenting a petition for an order to wind it up.

H. M. Jackson for Mrs. Conquest.—*Blundell's case*, 17 S. J. 87, decides that the mere payment of premiums is an equivocal act, and taken alone does not bind the creditors to accept the transferee company for the original contracting company—*Kennedy's case*, 15 S. J. 729, decided by Lord Cairns, seems opposed to this, for in that case novation was established against a policyholder, who having, on an amalgamation, received a circular from his (the transferor) company, holding out advantages to be derived from acceptance of the liability of the transferee company, thenceforth paid his premiums to the transferee company, and took receipts of that company. But as the transferor company is bound by the terms of its policy to renew the policies, so long as the premiums are paid, it may well be considered that payments made to the transferee company are payments made to them merely as agents for the transferor company.

Lord WESTBURY.—Perhaps there is no real difference between me and Lord Cairns, for I gather from what he said that he considered that novation ought to be established where there is no evidence, express or implied, that the new company was made agent of the old company, but that where agency can be inferred, payment to the new company does not establish novation. Again, though it may well be held that, if the circular from the old company promises certain advantages, and states that payment of premiums to the new company will be taken to show acceptance of the new company, a person paying premiums under those circumstances must be held to have novated, it by no means follows that a similar view is to be taken with regard to a person who has merely received notice of a transfer, accompanied by eulogistic expressions as to the consequences of that transfer.

Jackson.—That is the distinction I intended to draw. As to the bonus the policyholders were told that the terms and conditions of their policies were not altered by the transfer. Clearly, therefore, Mrs. Conquest had full right to disregard a letter which told her that a bonus allotted to her was receivable only on death, and so disregarding it she cannot be held bound by any acquiescence.

Napier Higgins, Q.C., and *M. Cookson*, for the joint official liquidator.—The facts are strong to show that Mrs. Conquest gave up all claim against the Wellington Company. She had full notice in 1863 of what was taking place, and thenceforth she goes and pays her premiums to the British Nation Association. Afterwards she allowed herself to be transferred to the European Company, and paid her premiums to that company. She subsequently received a circular from that company, stating that a reversionary bonus had been assigned to her, and though perfectly entitled to have asserted her rights to a bonus according to the terms of her original policy, she acquiesced in that circular and accordingly the European credited her in their books with the bonus of £2 8s As to the cases which may be called cases relying on the receipt of a circular, I would refer to *Glazebrook's case*, and to *Knox's case* (16 S. J. 673) in the Albert Arbitration proceedings. Then again as to cases where bonuses have been accepted or not refused, I would refer to *Spencer's case* (19 W. R. 491, L. R. 6 Ch. 362). If Mrs. Conquest ob-

* Reported by E. WILKINSON, Esq., Barrister-at-Law.

jected to the transfer, she might have said to the Wellington Company that their contract with her was that they should be a continuing company, or should set aside a fund sufficient to answer her claim, and filed a bill against them as was done in *Adebert* v. *Kearns* (1 H. & M. 681), or she might have entered a formal protest against the transfer as in *Wood's case* (15 S. J. 693), where an amalgamation took place between the Western Life Assurance Society and the Albert. I submit therefore that this case is governed by the cases which say that, where a bonus is accepted either expressly or by implication, or even where a circular announcing amalgamation is received, proposing new benefits and inviting parties to assent or dissent, it is too late, years afterwards, after all parties have acted in accordance with the new state of things, for the policyholder to say that he will revert to his original rights.

Lord WESTBURY.—You need not trouble yourself, Mr. Jackson, to reply. It is a very lamentable thing to see how multitudes of innocent simple people are dealt with by these companies, and by the legal arguments that are supposed to be justly and rightly based upon the conduct of these companies. Now here we have a case that I should have imagined could not have admitted of any possibility of doubt. The Wellington Company unites its business with the British Nation. It sends a communication to its policy-holders of the terms on which that union would proceed. They are first of all assured that the terms and conditions of their own policies issued by this society will remain unaltered. Now that is the governing assurance. Mrs. Conquest, therefore, holding a policy from the Wellington Company had a right to say, "By your representation to me, although this union will be carried out in the manner that you describe, the terms and conditions of my policy, and your liability therefore on that policy, will remain unaltered." Now the same circular goes on to describe what would be certain benefits resulting from the union of the businesses, and those benefits the policyholders are told that they will have as the result of the union, not as the result of a union, the cardinal principle and rule of which was that the terms and conditions of their policies should remain unaffected; but they are told that the union of companies increases business, and that the Wellington policyholders will have not only the security of the large annual income of the joint business, but it has been arranged that in all future bonuses they shall participate on an equality with all the other policyholders in the joint companies. If, therefore, in the progress of things, benefits in the shape of bonus were found to accrue to the policyholders in the conjoint companies, the policyholders of the Wellington Company were to have the benefit thereof, and the benefit so received was not in any manner to prejudice or affect the terms and conditions of their policies.

Now there is a union of business with the British Nation; the Wellington Company ceases to carry it on; the British Nation Company carries on the conjoint business. The direction and the agreement to carry on that business involves of necessity this: that the British Nation were, as agents of the conjoint companies, to receive the premiums, and might give discharges for them. If I give authority to my steward to receive the rents of my property, what matters it whether he gives a receipt for the rents in my name or in his own? If he gives it in my name he is entitled so to do by the authority he has; if he gives it in his own name he is answerable to me for what he receives in the character of my agent.

Well, now, first I have had a great deal of argument founded on a great variety of cases with respect to which it is a painful thing to contemplate how much these innumerable reports contribute to the expenditure of time in courts of justice. There is not a single case that I have heard that has any bearing upon the facts of this case; and if there were a dozen having a bearing upon it, if the facts of this case admit of the plain, straightforward, rational interpretation that I give them, I would not permit that interpretation to be overborne or influenced by any number of decisions.

Now, it is said that the British Nation received the premiums in its own name. It is true they did so. It is true that in so doing they acted in conformity with agreement, of which they originally gave notice to their policyholders by the circular to which I have so often referred. What the policyholder did, therefore, in accepting the receipt of the amount, was in strict conformity with the request made to him in the original communication that was made to him by the Wellington and by the other combined companies. Then, that goes for nothing. But then I am told—and this it appears is only for the purpose of bringing in a decision that it was supposed would influence the case—"Nay, but Mrs. Conquest received a letter from the European Company, announcing to her that they had added to her policy a particular bonus, which was a bonus that she could not have expected to receive under the terms of her original policy, and therefore it is evident that in taking that benefit she has agreed to take the benefit of the new company, and the new contract with that company is in substitution for the old." Now, in the first place, the letter that gives her information that a sum of £2 8s. was to be added to her policy, was a letter that she was not bound to have accepted at all, neither does she appear to have accepted it, because her original policy provided this, that the bonus should be applied in the appropriation of profits, so as to give her a title, on attaining a certain age, to the accumulated profit that might accrue in the interim by virtue of that appropriation. That title contained in her policy, the terms of which were to remain unaltered, is disregarded and omitted altogether in this circular, and the circular therefore tells her that the European Company had done something which they were not at all at liberty to do against her assent.

Now, she takes no notice of this letter—she did very well, I think, in not taking any notice of the letter. If a man writes to me a letter, and tells me that he has done something which he had no right to do, I am under no obligation to warn him that I do not accede to that letter. It reminds one of an Irish case, in which a man wrote to a proprietor of land, and said, "I will give you £20,000 for your estate, and if I do not hear from you by a certain time I shall consider that my offer is accepted." I do not know whether it was decided that that amounted to an agreement, but if it was decided that it did so, I think you will agree with me that the decision is not entitled to any considerable respect. But, now, if we regard this letter as one that Mrs. Conquest accepted by silence, did she thereby deprive herself of the right to her original policy? Why, she had a right to fall back on the terms of the circular addressed to her, and to say, I was justified in believing that this sum of money that you told me was to be added to my policy, was a sum that arose in conformity with your own statement in your original circular, in which you tell me, whilst assuring me that my policy should remain unprejudiced, that the Wellington policyholders will have, not only the security of the large annual income of the joint business, but it has been arranged that in all future bonuses they shall participate on an equality with all other policyholders in the conjoint companies, and the letter intimates to her that that had been done, and that a valuation had been made of all the affairs of the European, and that in that valuation a sum of £2 8s. emerged to her as her proportion, and in conformity, therefore, with this promise and this representation, she might well have allowed it to be added to her policy without in the smallest degree affecting the terms and conditions of the policy, and she had a right to treat this bonus as a profit accruing to the policyholders, by virtue of the business of the Wellington Company having been transferred to the European. But, in order to render absurdity more absurd, the argument that is founded on this letter, and the addition of the bonus, is nullified by the paragraph that follows, because it appears from that paragraph, agreed upon between the two parties here, that although they told her it was to be a reversionary bonus, yet they never gave her a reversionary bonus, but they took the £2 8s., and contrary to the terms of the letter, which I am told she accepted, they added it to the policy by appropriating it as profits, contemplated by the terms of the policy. I am told that the letter, and the lady's silence in not answering it, is evidence of an assent to the letter, the company having in fact repudiated that very letter, and that, therefore, she shall be bound to take the new policy. It is a pain to me to see the manner in which the losses of these innocent people, who knew nothing of it, are augmented by legal subtlety and legal ingenuity, and by the raising of every kind of opposition to their having the

simple performance of the contracts, which alone they understood, and upon which they relied. Then comes that which is the fault of lawyers, and of judges who are included under the name of lawyers, that subtle conclusions have been derived, and I am told that I must impute to these innocent people a variety of conclusions, and a large amount of knowledge, because certain deeds which they never could have got at to read are referred to in their policies, and in their transfers, and therefore the knowledge of those deeds, and of the construction thereof, is to be imputed to them, and their rights are made to be dependent, not upon what they actually knew, but upon what they were assured, and upon what they might have attained to the knowledge of if they had been so clever and so ingenious as to perceive the possibility of its affecting them, and if consequently they had come under the obligation so thrown upon them, and made search in order to discover their actual legal position. All this is matter of great pain, and therefore it is that, I repeat again, I will not transfer a man who is a creditor from one person to another, and bind him to take that course, unless I have most unequivocal proof that it was done with his knowledge, and that he has subsequently assented to it, and that, with competent information on the nature of the case, he has agreed to accept the new debtor instead of the old. You will take your order and have your costs. Mr. Higgins, you will have your costs out of the estate.

Higgins, Q.C.—The judgment of your Lordship is conclusive on the question of novation. But I did not advert to another point that might have been raised, and which I may now raise, namely, on the question whether this lady has paid the premiums which she was bound to pay on the policy.

Lord WESTBURY.—That is a matter of law. Are you for the official liquidator?

Higgins, Q.C.—Yes, my Lord, the official liquidator o the European.

Lord WESTBURY.—Why did he not set it out in the case?

Higgins, Q.C.—Your Lordship sees he does. It is paid to the British Nation and the European, and I submit to your Lordship whether that can be considered as a payment to the Wellington.

Lord WESTBURY.—If she has not paid the premiums she is not entitled.

Higgins, Q.C.—The premiums have been paid, but they have been paid not to the Wellington since the date of the transfer, but they were paid to the British Nation for some time, and afterwards to the European.

Lord WESTBURY.—The British Nation receive them, and the European receive them—I hold that to be a payment to the Wellington. Take your costs from the other side.

Jackson.—As a matter of form it will be necessary to make a substantive application to your Lordship to wind up the Wellington.

Higgins, Q.C.—It may be proper that there should be some of the directors of the Wellington Company here.

Lord WESTBURY.—Mr. Reilly suggests, very properly, that we must take the course we took in *Coghlan's case*; we found him to be a creditor of the Catholic Company.

Higgins, Q.C.—That being so, a winding up may not follow.

Lord WESTBURY.—You must present a petition for that purpose, and serve it on some persons. Then, Mr. Higgins, will not you sufficiently represent the Wellington to be served with that petition?

Higgins, Q.C.—I think it will be advisable to have some of the directors.

Jackson.—It may be that the people who represent the Wellington may pay the debt so as to avoid the necessity of winding up.

Lord WESTBURY.—Therefore, I think that it must be declared, and I do declare, that you are not novated, that it remains in its original integrity, and then leave to you to present a petition against the parties representing the Wellington.

Solicitors, *Mercer & Mercer*; *W. Stimson*.

Baron Channell and Mr. Justice Byles have been appointed members of her Majesty's Privy Council.

APPOINTMENTS.

Mr. WALTER BULLAR ROSS has been appointed Clerk to the Justices for the Borough of Ipswich in the place of Mr. John Orford, Junr., who resigns that office on his appointment as Town Clerk of Ipswich. Mr. Ross was admitted in Easter Term, 1857, and was one of the three prizemen of that term. He is Coroner for the county of Suffolk and borough of Dunwich, and Clerk to the Guardians and Assessment Committee of the Ipswich Union.

Mr. JOHN ORFORD, Junr., has been appointed Town Clerk of Ipswich, at a salary of £800 a year. Mr. Orford was admitted in Hilary Term, 1847, and since 1866 has held the office of Clerk to the Borough Magistrates. He was also solicitor to the Ipswich Waterworks Company.

Mr. GEORGE WHITMORE CHINERY, of Essex-street, Strand, has been appointed a London Commissioner to Administer Oaths in Chancery.

Mr. ALFRED HEALES, of Carter-lane, Doctors'-commons, has been appointed a London Commissioner to Administer Oaths in Chancery.

GENERAL CORRESPONDENCE.

THE INCORPORATED LAW SOCIETY.

Sir,—The executive sub-committee, to whose circular you last week referred, has to day held a conference with the Council of the Incorporated Law Society, and urged upon them the adoption of the principles embodied in the resolutions set forth in that circular, namely—1. That in order to ensure at all times the highest efficiency and experience in members of the Council, no retiring member thereof should for any period be disqualified for re-election. 2. That in order that the votes at elections of members of the Council should be recorded with a due sense of responsibility, no such votes should be given by proxy; but that, with a view to making the Council thoroughly representative, and enabling every member of the Society, whether present at the general meeting or not, to exercise an individual choice, all future elections should be conducted by means of voting papers or lists.

The Council gave a very favourable reception to our deputation, and there is much ground for hoping that these principles will be adopted, and be embodied in the forthcoming bye-laws. Even should this prove to be so, the work of the committee is by no means ended, rather it is but just begun. For the proposed bye-laws, when issued, will require very careful consideration in order that it may be seen that they will satisfactorily carry out the objects for which the committee was appointed—namely, the making the Council, while still composed of leading members in town and country, thoroughly representative in its character; the improving, where necessary, the mode of election, and enabling country members to give their votes with greater facility, and without the need of personal attendance; and the strengthening of the legitimate influence of the Society and the Profession. In order that the committee may act in this direction with the greater weight, all members of the Incorporated Law Society who agree in the objects proposed, are requested at once to communicate with me.

Since the issue of the circular numerous promises of support have been received, and the General Committee now numbers 447, of whom 273 are town, and 174 country solicitors.

In the hope that you may be able to find room for the names of the Executive Sub-Committee, I enclose a list.

Feb. 21. BENJ. G. LAKE, Hon. Sec.

The following form the Executive Sub-Committee:—

London.

W. W. Aldridge (Aldridge & Thorn), 31, Bedford-row.

W. F. Baker (Lawrance, Plews, Boyer & Baker), 14, Old Jewry-chambers.

C. Burney (Paterson, Snow & Burney), 40, Chancery-lane.

T. P. Cobb (Janson, Cobb & Pearson), 41, Finsbury-circus.

A. E. Finch (Finch, Jennings & Finch), 2, Gray's-inn-square.
Sydney Gedge (Sydney Gedge & Co.), 1, Old Palace-yard, Westminster.
Jno. Guscotte (Guscotte, Wadham & Daw), 19, Essex-street.
W. Hackwood (Linklater, Hackwood, Addison & Brown), 7, Walbrook.
C. Harrison, Junr. (Harrison, Beale & Harrison), 19, Bedford-row.
J. Wilson Holme (Tilleard, Godden & Holme), 34, Old Jewry.
G. Keen (Lawrie, Keen & Rogers), 3, Dean's-court, Doctor's-commons.
B. G. Lake (Lake & Co.), 10, New-square, Lincoln's-inn.
J. V. Longbourne (J. V. & C. R. Longbourne), 26, Lincoln's-inn-fields.
G. F. W. Mortimer, 1, Mitre-court Chambers.
T. S. Preston (Robinson & Preston), 35, Lincoln's-inn-fields.
H. Roscoe (Field, Roscoe & Co.), 36, Lincoln's-inn-fields.
J. A. Radcliffe (Radcliffe, Davies & Cator), 20, Craven-street.
F. M. Russell (Collyer-Bristow, Withers & Russell, 4, Bedford-row.
G. D. Stibbard (Fenwick & Stibbard), 12, Fenchurch-street.
W. M. Walters (Walters, Young, Walters & Deverell), 9, New Square, Lincolns Inn.

Country.

W. Allen, Hon. Sec., Worcester and Worcestershire Law Society, Worcester.
T. Avison (Avison & Boult), Liverpool.
W. F. Blandy, Reading.
Jno. Case, Hon. Sec., Kent Law Society, Maidstone.
C. J. Follett (Jones & Follett), Exeter.
T. G. Gibson, Hon. Sec., Newcastle-upon-Tyne Incorporated Law Society, Newcastle-upon-Tyne.
T. Horton, Hon. Sec., Birmingham Law Society, Birmingham.
C. W. Lawrence, Cirencester.
C. T. Saunders (Saunders & Bradbury), Birmingham.
B. Wake (W. & B. Wake), Sheffield.

Bankruptcy Practice.

Sir,—If rules are made by any Court of Law I think they should be observed in every department thereof. This remark is prompted by the following facts:—At Basinghall-street no registrar will hear, as an advocate, any person other than a barrister or solicitor, either when sitting in court or in chambers; but before Mr. Registrar Keene, any solicitor's clerk or accountant (holding a proxy) may not only be heard, but also examine witnesses, and the clerk even is allowed costs as a solicitor. It may be said that this is a proceeding in chambers; but I contend that it is essentially a proceeding in court; though, whether it be in court or in chambers, it is clear that the practice at Lincoln's-inn does not agree with that at Basinghall-street. It is well that the profession should be aware of this, against which I protest. J. T.

Articles of Clerkship.

Sir,—Turning over the leaves of the last volume of the *Solicitors' Journal*, I came upon a letter (p. 464), signed "Solicitor's Clerk," inquiring whether articles of clerkship could be stamped with the £80 duty at any time *within* the six months without penalty? and, if so, could they be registered at the Queen's Bench at any time? As I have found no answer to this letter, perhaps it will not be out of place to reply to his inquiry, by stating my own case. The words of the 43rd section of the Stamp Act are, "Save as hereinbefore provided, articles of clerkship are not to be stamped at any time *after* the expiration of six months from the date thereof, except upon payment of penalties" as thereinafter mentioned. Understanding this section to mean that articles of clerkship could be stamped at any time *within* six months of their date, without payment of penalty (the opinion also of the gentleman to whom I am articled), I served under my articles for nearly six months and then presented them for stamping, when, to my surprise, I was told that the 43rd section was permissive only, and allowed the Commissioners (if they thought fit), to remit the penalty. The Commissioners were memorialized and all the facts of the case laid before them, but they declined to permit the articles to be stamped except on payment of the full penalty. Being unwilling to lose the six months I had already served, I paid the penalty, and then arose the difficulty of registering them, as during the time spent in preparing the memorial and awaiting the decision of the Commissioners, the six months in which they were to be registered had expired. In order to get over this difficulty, I was obliged to obtain a rule of Court that my service should be computed from the date of the articles, and not from the date of the enrollment; this of course entailed extra trouble and expense.

An Articled Clerk.

The Proper Fee for Administering Oaths in Common Law.

Sir,—I am a commissioner to administer oaths in Chancery and Common Law, and have offices situate a few yards distant from Judges' Chambers.

I am continually pressed and solicited to administer oaths in Common Law for a fee of one shilling, and on demanding the proper fee of 1s. 6d., as per 22 Vict. c. 16, s. 2, am met with this rebuff, "We can get affidavits sworn at chambers for 1s., and no further sum is allowed on taxation. Therefore, if you insist on your proper fee, we will go to chambers."

Now, I venture to say, is this at all right? It was only the other day a gentleman called to swear four affidavits, and refused to pay me more than one shilling for each.

I shall be glad to have the opinion of yourself and any commissioners on this subject, as I do not feel at all disposed to do anything but what is considered quite professional. Still, I cannot see why a fee sanctioned by the Act referred to should not be allowed on taxation of costs.

The insertion of this in your next will oblige.

Feb. 17. S. F.

[The allowance by the taxing officers of 1s. only is certainly illiberal, like their practice with reference to too many other items. The explanation of the difference in the statutory fee and the fee charged at Judges' Chambers is, no doubt, that given by a well-known authority in these matters, to whom we have referred our correspondent's letter, and who says—"I always require the *statutory* fee of 1s. 6d., and always pay it. The extra 6d. may be considered as paid by the deponent for the convenience of being able to make an affidavit nearer his place of business or more in his way than at a public office, and also at a more convenient time of the day."—Ed. S. J.]

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Feb. 14.—The Earl of Leitrim brought in a Bill to amend the Irish Land Act of 1870, by permitting owners and occupiers of land to make what contracts they pleased.

Feb. 18.—*Railways (Prevention of Accidents) Bill.*—Lord Buckhurst, in moving the second reading, said that the object of the bill was to enforce the adoption of the telegraphic block system and the interlocking of points and signals at stations, so that if any point was moved improperly the signal would show that there was danger. All railways constructed after the passing of the Bill would come under its operation, but the Bill would not apply to existing railways until after a period of five years. After some debate the Bill was read a second time without a division, and referred to a Select Committee.

HOUSE OF COMMONS.

Feb. 14.—*Tribunal of Commerce Bill.*—The Attorney-General, in reply to Mr. W. H. Smith, said his attention had been called to the introduction of this measure as a private Bill. It had not received the sanction of the Law Officers of the Crown.

Treaties with Foreign Powers.—Mr. Rylands proposed that the Treaty of Commerce with France and all other Treaties with Foreign Powers be laid before Parliament before

ratification.—Mr. Staveley Hill seconded the proposition.—Lord E. Fitzmaurice opposed it. There ran, he thought, through the speeches made in support of it a radical misconception as to what the powers of the House of Commons were, and as to what the Constitutional theory of this country as to the making and ratifying of treaties was. Wheaton was not only an international jurist, but from his knowledge of the Constitutions of the countries to which he was accredited in a diplomatic capacity, was an authority on English municipal law; and the remark had been made by him that, though the treaty-making power as a branch of the Royal prerogative had in theory no limits, it was practically limited by the control of Parliament, whose approbation was necessary to carry into effect treaties by which the existing territorial arrangements of the Empire were altered. The House of Commons had the power of asserting its opinion by addresses and resolutions. If the House thought a Minister had passed a bad treaty it might pass a vote of censure upon him. While a treaty was being negotiated a discussion upon it could always be got up. In the negotiation of a treaty the Executive Government was independent and untrammelled by outside interference. The moment, however, the treaty was concluded, the Minister had to come down to the House and answer for it.—Mr. Gladstone maintained that the precedent of the American Senate was inapplicable to this country, and ridiculed the notion of a Joint Committee of both Houses exercising supreme control in secret session over the diplomatic relations of the country.

Union of Benefices Bill.—This Bill was read a second time, and on the motion of Mr. Crawford was referred to a Select Committee.

Monastic and Conventual Institutions.—After a debate and division, leave was given to Mr. Newdegate to introduce a Bill for appointing Commisioners to inquire respecting Monastic and Conventual Institutions in Great Britain.

Feb. 17.—*Juries Bill.*—The Attorney-General, in moving the second reading, said that the present measure was *verbatim et literatim* in the form in which the Select Committee had left it. It was proposed to reduce the number of jurors to seven in all cases with a single exception. In his opinion it was exceedingly important that the number of jurors should be reduced. As far as he knew there was nothing particularly magic in the number 12 in constituting a jury. That number did not obtain in other countries besides our own, neither did it obtain in all parts of England, nor in the largest, most prosperous, and most important of our Colonies. Again, in the county courts, where matters of considerable importance were frequently determined most satisfactorily, the number of the jurymen was only five, while in Scotland the number of jurymen forming a jury to try criminal cases was 15. There were two subjects on which he differed from the decision of the Select Committee—first as to the composition of an ordinary jury; next as to unanimity. The Select Committee resisted his proposition that there should be a definite proportion of higher educated and of what he might call less educated men on each jury. He very much regretted the decision of the Committee. He told the Committee he could not accept it as a final decision, and that he would endeavour to reverse it. The presence of special jurors upon every trial had been recommended by the highest possible authority—by the Common Law Commisioners and by the Judicature Commision. So far from the practice of adopting such measures as might be necessary for providing a competent jury for "every trial" being either new or unknown to law or custom, or to the theory of trial by jury, it would be found that throughout English history from the earliest times down to at least as late as the reign of Elizabeth, the Sheriff, in all cases of the slightest importance, was directed to do what was in fact his duty in all cases, by returning a "good" jury—that is, one comprising some of the better class of jurors. The assertion was scarcely too broad that trial by common jurors only was unconstitutional, and had never at any time been contemplated by the law. For a great many years the principle he was now proposing to adopt in England had been adopted in Scotland in criminal cases; and since the Jury Act (Scotland) was passed it had been adopted in civil cases also. Out of 15 jurymen in criminal cases in Scotland, ten were common and five special jurymen. He proposed that one invidious distinction between jurymen should cease. Instead of describing them as bankers, yeomen, or otherwise, the only distinction between them would be that which was the result of higher or lower rating. Men below a certain rating would be marked C in the jury list; those above a certain amount of rating would have S set against their names. Another point on which he should ask the House to reconsider the decision of the Select Committee was as to unanimity of the jury. With every respect for the wisdom of our ancestors, he must call the existing law in this respect somewhat barbarian. Why should one pertinacious, wrong-headed, cantankerous man be able to veto the reasonable conclusion of any number of persons? He did not specify what number of persons should constitute a majority upon a jury; but whatever number was adopted he trusted the House would no longer insist upon unanimity in verdicts. He had, however preserved the old number of jurymen in cases of treason, treason-felony, and murder, and proposed that in those cases the jury should be unanimous.—Mr. Chambers objected to reducing the number of a jury from 12 to seven. With great respect to the Judicial Bench, he could not but say he had observed that Judges were gradually acquiring greater power over juries than they ought to possess or exercise, and this fact gave rise to what was frequently said that the Judge could lead the jury just as he liked.—Mr. James had obtained the signature to a paper handed round without comment of most of those who took a conspicuous part as advocates at Westminster Hall, and their opinion was almost unanimous against the proposed change. They thought it was not desirable in civil cases that the number of jurors should be reduced from 12 to 7. As to the proposal to have composite juries the result would be that they might have four special jurors to be paid a guinea each, and four common jurors whose ordinary fee was 2s. each, and the chances were that the verdict would not express the mind of all the jurors, but would be the hasty decision of the majority. On this point his hon. and learned friend stood almost alone in the Committee.—Mr. Alderman Lawrence thought that the Attorney-General had failed to show that a change was required in the number of jurymen. The Bill provided that the number seven might in cases of illness or absence be reduced, and that the Judge might direct that the trial should go on with five jurors, except in cases of murder and treason. But it ought not to be permitted that important cases, involving charges of libel or conspiracy for instance, should be decided by the majority of a jury of five persons. He held that it would be unwise to try to carry out a doubtful improvement at the risk of shaking the confidence of the people in trial by jury.—Mr. Lopes thanked the hon. and learned gentleman for the measure which he had introduced.—Mr Hardy said that it had always appeared to him while in practice at the Bar, and since in his small judicial capacity at Quarter Sessions, that there was a class of persons who were never tried by their peers—he referred to the labouring class. The Bill was read a second time.

Epping Forest Bill.—This Bill was read a second time after some opposition from Sir H. Selwin-Ibbetson.

Marriage with Deceased Wife's Sister Bill.—This Bill was passed through committee.

Parliamentary and Municipal Register.—Mr. Hibbert (in the absence of the Attorney-General) brought in a Bill to provide for the formation of one register for Parliamentary and Municipal electors, and for making the changes necessary in consequence in the law relating to Parliamentary electors and burgesses, and for the better prevention of frivolous objections. The Bill proposed that there should be two columns on the register, the one showing a list of Parliamentary, and the other a list of municipal, voters. To meet the difficulty which would arise owing to the municipal elections occuring on the 1st of November in each year, whereas the Parliamentary list did not come into operation till the 1st of January, his hon. and learned friend had been obliged to put forward the preparation of the register thirty-seven days in every particular, and the rates would have to be paid thirty-seven days earlier. If that were carried out, the municipal elections would be held, as at present, on the 1st of November, and the Parlia-

mentary list would also come into operation on the 1st of November in each year. For the better prevention of frivolous objections the Bill sought to apply the same principle as was now applied to the county register—that was to say, when an objection was taken to a voter the ground of the objection would have to be stated. Another alteration proposed by the Bill was that if the person raising an objection failed to make it good he would have to pay a certain amount of costs.—Lord R. Montagu thought the part of the Bill which dealt with frivolous objections might be very good, but that there was not the slightest necessity for putting forward all the Acts relating to the Parliamentary franchise thirty-seven days, in order to make the calendar for the Parliamentary and the municipal register tally.—Mr. Hibbert stated that every facility would be given for amending the Bill in Committee.

Feb. 18.—*Settled Estates.*—Mr. Stapleton introduced a Bill to make certain alterations in the law relating to settled estates.

Slander.—Mr. Raikes brought in a Bill to further protect private character against defamation.

Protection of Minors from Fraud.—Mr. M. Henry brought in a Bill for the protection of minors from fraud.

Vexatious Objections (Borough Registration) Bill.—Mr. Rathbone in moving the second reading of this Bill, said its object was to provide that a revising barrister shall not strike a man's name off the register merely for non-attendance unless there is a *prima facie* ground for making objection. If the Government Bill dealt with this evil satisfactory, this Bill should not be proceeded with, and he would, therefore, put off the committee until the Government Bill was produced. The Bill was read a second time.

Tribunals of Commerce.—This bill was withdrawn.

Feb. 19.—*Married Women's Property Act* (1870) *Amendment Bill.*—Mr. Hinde Palmer, in moving the second reading of the Bill, said that the Act of 1870 bristled with anomalies and absurdities. It admitted the right of married women to property in money in the funds, shares in a joint-stock company, or in a loan or a benefit building society, and deposits in savings banks; but the advantages it held out were so hampered by special provisions and restrictions that it was almost impossible for poor women to avail themselves of them without employing a lawyer, which they could not afford to do. The power of separate trading would be a great boon; but, there being no provision in the Act rendering them liable to be sued for debts, the wholesale houses would not supply goods to married women carrying on business in that way. The present Bill sought to remedy these defects by providing that a married women should be capable of acquiring, holding, alienating, and bequeathing real and personal estate, and of contracting and being sued as if she were a *feme sole*.—Mr. Gregory moved the rejection of the Bill, admitting however that the Act of 1870 required amendment, and that the earnings of women in the poorer classes should be protected.—Mr. Lopes strongly opposed the measure, which he thought would prove a fertile source of discord. He contended that the Common Law did not treat women harshly and unfairly. If a wife's property was merged in her husband's, she received in return immunity and the husband was answerable for his wife's debts and for her maintenance.—Mr. Osborne Morgan supported the Bill.—Mr. Bourke pointed out that the Bill might operate very injuriously in the case of creditors. A wife might, for example, enter into a business apart from her husband, might fail, take all the money she could realise back to her husband, to whom she might say it belonged, and the creditors would have no remedy.—Mr. Shaw Lefevre supported the Bill, and expressed a hope that those judges who had recently inveighed from the bench against party legislation would remember that the Act of 1870 was purely the handywork of the House of Lords. He ventured to say that there was no Bill in the statute-books so badly drawn as that Act.—Mr. Staveley Hill remarked that the position of those who supported the Bill under consideration was that a husband and wife should be separated as regarded property, torts, and all dealings with the outside world. The view of those who approved the Act of 1870, as it would be amended by the Bill he was bringing forward, was, that while the property of the wife should be protected against the creditors of the husband, the marriage ties should in all other respects be preserved.—The Attorney-General spoke in favour of the Bill, and said that settlements and the doctrine of separate use were a standing argument against the complete subordination of the wife which the Common Law now enforced. A clever woman had said that, by the law of England, husband and wife were one person, and that person was the husband. He did not see why if a woman had property, she should not enjoy the rights of property like everybody else, or why even a husband should take away from the wife that which was her own. Protect the husband from the wife's debts, improve the law in this respect, but he hoped the House would not reject a Bill against which none but theoretical objections could be urged, and which was founded on the principle of the old law of England.—The second reading of the Bill was carried by 124 to 103.

Agricultural Children Bill.—Mr. Read moved the second reading of this Bill, which he said was designed to do for children in agricultural districts what the Factory Acts did for children in manufacturing towns. After some debate the Bill was read a second time.

Epping Forest Bill.—This Bill was read a third time and passed.

Feb. 21—*Prevention of Crime Bill.*—Mr. Bruce in moving the second reading of the Prevention of Crime Bill explained that it is intended to supplement the Act of 1871, giving additional powers with respect to the supervision of Habitual Criminals, granting of tickets of leave, placing the children of criminal parents at Reformatory Schools, &c. He said that if the Bill passed and its principles received full approval he should be ready at the earliest opportunity to introduce a measure consolidating all the Acts on this subject.—Mr. West, Mr. Hardy, Mr. Pease, and Mr. Henley complained that so much was enacted in the Bill by reference and not in specific language.—Mr. Winterbotham, however, pointed out that it was essential, if they meant to consolidate the law, that the amendments made in it should be distinguished from its consolidation, and the Bill drew attention to each particular amendment about to be made in the law which they wished to consolidate.—The Bill was read a second time.

The *Bastardy Laws Amendment Bill.*—This Bill passed through Committee.

The *Marriage with a Deceased Wife's Sister Bill.*—This Bill was passed, upon a division, by 98 to 54.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society on Tuesday last the question discussed was No. 511, legal:—"A. devised an estate to B. for life, remainder to the youngest son of C. in fee. At the time of A.'s death X. was the youngest son of C., but previously to and at the date of the death of B. (who survived A.) C. had a younger son. Is X. entitled to succeed on the death of B?" The debate was opened by Mr. Stock, and was ultimately decided in the negative by a large majority.

ARTICLED CLERKS' SOCIETY.

A meeting of this society was held at Clement's-inn Hall, on Wednesday, the 19th inst., Mr. H. H. Crawford in the chair. Mr. White opened the subject for the evening's debate—viz., "That the policy of Prussia has been a policy of aggression and aggrandisement." The motion was lost by a majority of two.

SURPLUS RENTS.—On Monday the House of Lords reversed the decree of Lord Hatherley in *Attorney-General v. Wax Chandler's Company* (19 W. R. 33) in which his Lordship had affirmed a decision of the Master of the Rolls (18 W. R. 6), in which he held the company entitled to the surplus rents of real property devised to them upon condition that they should distribute certain specified sums in charity in a certain way and devote the remainder of the profits to repairs of the property.

THE SUPREME COURT OF JUDICATURE BILL.

Lord Selborne's Bill has been issued. It contains 97 sections. Our readers will have obtained an acquaintance with its leading provisions by the perusal of his Lordship's speech, of which we gave a full analysis last week, and we comment on them elsewhere; but as no explanation was given by his Lordship of the rules of procedure printed in the Schedule, we give them this week in full.

Form of Action.

1. All actions which have hitherto been commenced by writ in the Superior Courts of Common Law at Westminster, or in the Court of Common Pleas at Lancaster, or in the Court of Pleas at Durham, and all suits which have hitherto been commenced by bill or information in the High Court of Chancery, or by a cause in rem or in personam in the High Court of Admiralty, or by citation or otherwise in the Court of Probate, shall be instituted in the High Court of Justice by a proceeding to be called an action.

All other proceedings in and applications to the High Court may, subject to Rules of Court, be taken and made in the same manner as they would have been taken and made in any Court in which any proceeding or application of the like kind could have been taken or made if this Act had not passed.

Writ of Summons.

2. Every action in the High Court shall be commenced by a writ of summons, which shall be endorsed with a statement of the nature of the claim made, or of the relief or remedy required in the action, and which shall specify the divison of the High Court to which it is intended that the action should be assigned.

3. Forms of writs and of endorsements thereon, applicable to the several ordinary causes of action, shall be prescribed by Rules of Court, and any costs incurred by the use of any more prolix or other forms shall be borne by the party using the same, unless the Court shall otherwise direct.

4. No service of writ shall be required when the defendant, by his attorney or solicitor, agrees to accept service, and enters an appearance.

5. When service is required the writ shall, wherever it is practicable, be served personally by leaving a copy thereof with the defendant, but if it be made to appear to the Court or to a Judge that the plaintiff is from any cause unable to affect prompt personal service, the Court or Judge may make such order for substituted or other service, or for the substitution of notice for service, as may seem just.

6. Whenever it appears fit to the Court or to a Judge in a case in which the cause of action has arisen within the jurisdiction, or is properly cognisable against a defendant within the jurisdiction, that any person out of the jurisdiction of the Court should be served with the writ or other process of the Court, the Court or Judge may order such service, or such notice in lieu of service, to be made or given in such manner and on such terms as may seem just.

7. In all actions where the plaintiff seeks merely to recover a debt or liquidated demand in money, payable by the defendant, with or without interest, arising upon a contract, express or implied, as, for instance, on a bill of exchange, promissory note, cheque, or other simple contract debt, or on a bond or contract under seal for payment of a liquidated amount of money, or on a statute where the sum sought to be recovered is a fixed sum of money or in the nature of a debt, or on a guaranty, whether under seal or not, where the claim against the principal is in respect of such debt or liquidated demand, bill, cheque, or note or on a trust, the writ of summons may be specially endorsed with the amount sought to be recovered, after giving credit for any payment or set off.

In case of non-appearance by the defendant where the writ of summons is so specially endorsed, the plaintiff may sign final judgment for any sum not exceeding the sum endorsed on the writ, together with interest at the rate specified, if any, to the date of the judgment, and a sum for costs, but it shall be lawful for the Court or a Judge to set aside or vary such judgment upon such terms as may seem just.

Where the defendant appears on a writ of summons so specially endorsed, the plaintiff may, on affidavit verifying the cause of action, and swearing that in his belief there is no defence to the action, call on the defendant to show cause before a Judge or the Court why the plaintiff should not be at liberty to sign final judgment for the amount so endorsed, together with interest, if any, and costs; and the Judge or Court may, unless the defendant, by affidavit or otherwise, satisfy the Judge or Court that he has a good defence to the action on the merits, or disclose such facts as the Judge or Court think sufficient to entitle him to be permitted to defend the action, make an order empowering the plaintiff to sign judgment accordingly. Permission to defend the action may be granted to the defendant on such terms and conditions, if any, as the Judge or Court may think just.

8. In all cases of ordinary account as, for instance, in the case of a partnership or executorship or ordinary trust account, where the plaintiff, in the first instance, desires to have an account taken, the writ of summons shall be endorsed with a claim that such account be taken.

In default of appearance on such summons, and after appearance unless the defendant, by affidavit or otherwise, satisfy a Judge or the Court that there is some preliminary question to be tried, an order for the account claimed, with all directions now usual in the Court of Chancery in similar cases, shall be forthwith made.

Parties.

9. No action shall be defeated by reason of the misjoinder of parties, and the Court may in every action deal with the matter in controversy so far as regards the rights and interests of the parties actually before it. The Court or a Judge may, at any stage of the proceedings, either upon or without the application of either party, in the manner prescribed by Rules of Court, and on such terms as may appear to the Court or a Judge to be just, order that the name or names of any party or parties, whether as plaintiffs or as defendants improperly joined be struck out, and that the name or names of any party or parties, whether plaintiffs or defendants, who ought to have been joined, or whose presence before the Court may be necessary in order to enable the Court effectually and completely to adjudicate upon and settle all the questions involved in the action, be added. All parties whose names are so added as defendants shall be served with a summons or notice in such manner as may be prescribed by Rules of Court or by any special order, and the proceedings as against them shall be deemed to have begun only on the service of such summons or notice.

10. Where there are numerous parties having the same interest in one action, one or more of such parties may sue or be sued, or may be authorised by the Court to defend in such action, on behalf or for the benefit of all parties so interested.

11. Where defendant is or claims to be entitled to contribution or indemnity, or any other remedy or relief over against any other person, or where from any other cause it appears to the Court that a question in the action should be determined not only as between the plaintiff and defendant, but as between the plaintiff, defendant, and any other person, or between any or either of them, the Court may on notice being given to such last-mentioned person, in such manner and form as may be prescribed by Rules of Court, make such order as may be proper for having the question so determined.

12. Where in any action, whether founded upon contract or otherwise, the plaintiff is in doubt as to the person from whom he is entitled to redress, he may, in such manner as may be prescribed by Rules of Court, or by any special order, join two or more defendants, to the intent that in such action the question as to which, if any, of the defendants is liable, and to what extent, may be determined as between all parties to the action.

13. Trustees, executors, and administrators may sue and be sued on behalf of or as representing the property or estate of which they are trustees or representatives, without joining any of the parties beneficially interested in the trust or estate, and shall be considered as representing such parties in the action; but the Court may, at an stage of the proceedings, order any of such parties to be

made parties to the action, either in addition to or in lieu of the existing parties thereto.

14. Married women and infants may respectively sue as plaintiffs by their next friends, in the manner practised in the Court of Chancery before the passing of this Act: and infants may, in like manner, defend any action by their guardians appointed for that purpose. Married women may also, by the leave of the Court or a Judge, sue or defend without their husbands, and without a next friend, on giving such security (if any) for costs as the Court may require.

15. The plaintiff may, at his option, join as parties to the same action all or any of the persons severally, or jointly and severally, liable on any one contract, including parties to bills of exchange and promissory notes.

16. An action shall not become abated by reason of the marriage, death, or bankruptcy of any of the parties, if the cause of action survive or continue, and shall not become defective by the assignment, creation, or devolution of any estate or title pendente lite.

In case of the marriage, death, or bankruptcy, or devolution of estate by operation of law, of any party to an action, the Court may, if it think it necessary for the complete settlement of all the questions involved in the action, order that the husband, personal representative, trustee, or other successor in interest, if any, of such party be made a party to the action, or be served with notice thereof in such manner and form as may be prescribed by Rules of Court, and on such terms as may appear to the Court to be just, and shall make such order for the disposal of the action as may be just.

In case of an assignment, creation or devolution of any estate or title pendente lite, the action may be continued by or against the person to or upon whom such estate or title has come or devolved.

Pleadings.

17. Instead of the pleadings heretofore used in the High Court of Chancery and in the Courts of Common Law, Admiralty, and Probate, the plaintiff shall, at such time and in such manner and form as may be prescribed by Rules of Court, deliver to the defendant after he has appeared a particular of his claim or demand, and of the relief or remedy to which he claims to be entitled, and the defendant shall deliver to the plaintiff a particular of his defence or defences. If a defendat relies on a set-off, or other counter-claim he shall deliver the same particulars thereof as if he had brought an action in respect thereof. If a defendant allege new matter in his defence, or rely on a set-off or counter-claim, the plaintiff shall deliver to the defendant a particular of his reply to such new matter, set-off, or counter-claim. Such particulars and reply shall state concisely, according to the truth and substance of the case, the general nature and grounds of the claim, defence, or reply, and shall be as brief as the nature of the case will admit, and shall not contain any copies of, or extracts from, or recital in detail of the contents of documents, or any mere matter of evidence or of argument. Any costs incurred by any more prolix or other description of pleadings, contrary to this Rule, shall be borne by the party making use of or delivering the same, unless the Court shall otherwise direct.

The Court or a Judge in Chambers may, at any stage of the proceedings, allow either party to alter his particulars of claim or defence or reply, or may order to be struck out or amended any matter in such particulars or reply which may be scandalous, or which may tend to prejudice, embarrass, or delay the fair trial of the action, and all such amendments shall be made as may be necessary for the purpose of determining, in the existing action, the real questions or question in controversy between the parties.

The Court or a Judge in Chambers may also, if the nature of the case render it expedient, order either of the parties to deliver a more detailed statement of his claim, defence or reply, so as to raise the precise questions of law or fact between the parties.

18. Forms of particulars of claim or demand, and of defence and of reply, applicable to the several ordinary causes of action or defence, shall be prescribed by general rules, and any costs incurred by the use in such cases of any more prolix or other forms, unless the Court or Judge shall otherwise direct, shall be borne by the party using the same.

19. Where in any action it appears to a Judge that the particular of claim or defence does not sufficiently disclose the issues of fact in dispute between the parties, he may direct the parties to prepare issues, and such issues shall, if they differ, be settled by the Judge.

20. A defendant may set off, or set up, by way of counter-claim against the claims of the plaintiff, any right or claim, whether such set-off or counter-claim sound in damages or not, and such set-off or counter-claim shall have the same effect as a particular of claim in a cross action, so as to enable the Court to pronounce a final judgment in the same action, both on the original and on the cross claim. But the Court or a Judge may, on the application of the plaintiff before trial, if in the opinion of the Court or Judge such set-off or counter-claim cannot be conveniently disposed of in the pending action, or ought not to be allowed, refuse permission to the defendant to avail himself thereof.

21. Where in any action a set-off or counter-claim is made available as a defence against the plaintiff's claim, the Court may, if the balance is in favour of the defendant, give judgment for the defendant for such balance, or may otherwise adjudge to the defendant such relief as he may be entitled to upon the merits of the case.

22. Subject to any regulations which may be made by Rules of Court, the plaintiff may unite in the same action and in the same particular of claim several causes of action, but if it appear to the Court or a Judge that any such causes of action cannot be conveniently tried or disposed of together, the Court or Judge may order separate trials of any of such causes of action to be had, or may make such other order as may be necessary or expedient for the separate disposal thereof.

23. It shall not be necessary that every defendant to any action shall be interested as to all the relief thereby prayed for, or as to every cause of action included therein; but the Court may make such order as may appear just to prevent any defendant from being embarrassed or put to expense by being required to attend any proceedings in such action in which he may have no interest.

24. If it appear to the Court or a Judge, either from the particulars of claim or defence or otherwise, that there is in any action a question of law, which it would be convenient to have decided before any evidence is given or issues in fact are tried, or before any reference is made to a Referee or an Arbitrator, the Court or Judge may take an order accordingly, and may direct such question to be raised for the Court, either by special case or in such other manner as the Court or Judge may deem expedient, or as may be prescribed by Rules of Court, and all such further proceedings as the decision of such question may render unnecessary, may thereupon be stayed.

Discovery.

25. Subject to any Rules of Court, a plaintiff in any cause shall be entitled to exhibit interrogatories to, and obtain discovery from, any defendant, and any defendant shall be entitled to exhibit interrogatories to, and obtain discovery from, a plaintiff or any other party, without filing for that purpose any pleading or statement, but in other respects in the same manner, and to the same extent as may now be done by a plaintiff or defendant in the Court of Chancery. No party shall be entitled to object to any interrogatory on account of its not being founded on any statement in any pleading, but he may object to answer on the ground of irrelevancy, and if the Judge shall not be satisfied that such interrogatory is relevant to some issue in the cause, he may allow such objection. No exceptions shall be taken to any answer, but the sufficiency or otherwise of any answer objected to as insufficient shall be determined by the Judge in a summary way.

26. Every party to an action or other proceeding shall be entitled, at any time before or at the hearing thereof, by notice in writing, to require any other party, in whose pleadings or affidavits reference is made to any document, to produce such document for the inspection of the party giving such notice, or of his solicitor, and to permit him or them to take copies thereof; and any party not complying with such notice shall not afterwards be at liberty to put any such document in evidence on his behalf in such action or proceeding, unless he shall satisfy the Court that he was prevented, by some sufficient cause, from complying with such notice.

27. It shall be lawful for the Court at any time during the pendency therein of any action or proceeding, to make an order for the production by any party thereto, upon oath or solemn affirmation, of such of the documents in his possession or power, relating to any matter in question in such suit or proceeding, as the Court shall think right; and the Court may deal with such documents, when produced, in such manner as shall appear just.

Place of Trial.

28. There shall be no local venue for the trial of any action, but when the plaintiff proposes to have the action tried elsewhere than in Middlesex, he shall in his particular of claim name the county or place in which he proposes that the action shall be tried, and the action shall, unless a Judge otherwise orders, be tried in the county or place so named. Where no place of trial is named in the particular of claim, the place of trial shall, unless a Judge otherwise orders, be the county of Middlesex.

Subject to Rules of Court, all actions and matters which are to be tried or heard without viva voice evidence shall be tried or heard in the county of Middlesex.

29. The list or lists of actions for trial at the sittings in London and Middlesex respectively shall be prepared and the actions allotted for trial in such manner as may be prescribed by Rules of Court, without reference to the division of the High Court to which such actions may be attached.

Mode of Trial.

30. Actions shall be tried and heard either before a Judge or Judges, or before a Judge sitting with assessors, to be selected by himself in each case, or before a Judge and Jury, or before an official or special Referee, with or without assessors.

31. The plaintiff may give notice of trial by any of the modes aforesaid, but the defendant may, within such time as may be fixed by Rules of Court, Apply to the Court or a Judge for an order to have the action tried in any other of the said ways, and in such case the mode in which the action is to be tried or heard shall be determined by such Court of Judge.

32. In any action the Court or a Judge may, at any time or from time to time, order that different questions of fact arising therein be tried by different modes of trial, or that one or more questions of fact be tried before the others, and may appoint the place or places for such trial or trials.

33. Every trial of issues of fact by a jury shall be held before a single Judge, unless such trial be specially ordered to be held before two or more Judges.

34. Where an action or matter is referred to a Referee, he may, subject to the order of the Court or a Judge, hold the trial at or adjourn it to any place which he may deem most convenient, and have any inspection or view, either by himself or with his accessors (if any), which he may deem expedient for the better disposal of the controversy before him. He shall, unless otherwise directed by the Court or a Judge proceed with the trial in open Court, de die in diem, in a similar manner as in actions tried by a jury.

35. The Referee may, before the conclusion of any trial before him, submit any question arising therein for the decision of the Court, or state any facts specially, with power to the Court to draw inferences therefrom, and in any such case the order to be made on such submission or statement shall be entered as the Court may direct; and the Court shall have power to require any explanation or reasons from the Referee, and to remit the action or any part thereof for re-trial or further consideration to the same or any other Referee.

Evidence.

36. In the absence of any agreement between the parties, and subject to any general rules applicable to any particular class of cases, the witnesses at the trial of any cause or at any assessment of damages, shall be examined viva voce and in open court, but the Court may at any time for sufficient reason order that any particular fact or facts be proved by affidavit, or that the affidavit of any witness be read at the trial, on such conditions as the Court may think reasonable, or that any witness whose attendance in court ought for some sufficient cause to be dispensed with, be examined by interrogatories or otherwise before a Commissioner or examiner provided that where it appears to the Court that the other party bonâ fide desires the production of a witness for cross-examination, and that such witness can be produced, an order shall not be made authorising the evidence of such witness to be given by affidavit.

37. Upon any interlocutory application evidence may be given by affidavit; but the Court may, on the application of either party, order the attendance for cross-examination of the person making any such affiadvit.

38. Affidavits shall be confined to such facts as the witness is able of his own knowledge to prove, except on interlocutory motions, on which statements as to his belief, with the grounds thereof, may be admitted. The costs of every affidavit which shall unnecessarily set forth matters of hearsay, or argumentative matter or copies of or extracts from documents, shall be paid by the party filing the same.

39. Either party may give notice, by his particular or otherwise, that he admits the truth of the whole or any part of the case stated or referred to in the particulars of claim, defence, or reply.

Either party may call upon the other party to admit any document, saving all just exceptions; and in case of refusal or neglect to admit, after such notice, the costs of proving any such document shall be paid by the party so neglecting or refusing, whatever the result of the action may be, unless at the trial the Court certify that the refusal to admit was reasonable; and no costs of proving any document shall be allowed unless such notice be given, except where the omission to give the notice is, in the opinion of the taxing officer, a saving of expense.

Interlocutory Orders and Directions.

40. Either party to an action may at any stage thereof apply to the Court or a Judge for such order as he may, upon any admissions of fact in the pleadings, be entitled to, without waiting for the determination of any other question between the parties. If the particular of defence does not extend to the whole claim the plaintiff may sign judgment for the residue.

41. The High Court may order any question of law or of fact which may arise in any cause or matter to be tried or heard in any division of the High Court other than that to which the cause is attached, or to be transferred from any Judge to any other Judge, and may confer on such Division or Judge power to deal with the whole or any part of the matters in controversy.

42. The Court or a Judge may at any stage of the proceedings in a cause, direct any necessary inquiries or accounts to be made or taken, notwithstanding that it may appear that there is some special or further relief sought for or some special matter to be tried, as to which it may be proper that the cause should proceed in the ordinary manner.

43. A judge may at any time after a writ has been issued, upon being satisfied that the plaintiff has a good cause of action, and that the defendant is about to leave, or is keeping out of the jurisdiction of the Court in order to avoid process, or that he is about to dispose of his property in order to defeat execution, order an attachment to issue against any property or thing in action of the defendant which may be within the jurisdiction of the Court. Any property or thing in action so attached shall be released on proper security being given, but in default of such security shall be dealt with as the Judge directs.

44. When by any contract a primâ facie case of liability is established, and there is alleged as matter of defence a right to be relieved wholly or partially from such liability, the Court may make an order for the preservation or interim custody of the subject-matter of the litigation, or may order that the amount in dispute be brought into Court or otherwise secured.

45. It shall be lawful for the Court or a Judge, on application of a party to any action, to make any order for the sale, by any person or persons named in such order, and in such manner, and on such terms as to the Court or Judge may seem desirable, of any goods, wares, or merchandise which may be of a perishable nature or likely to injure from keeping, or which for any other just and sufficient reason it may be desirable to have sold at once.

46. It shall be lawful for the Court or a Judge, upon the application of any party to an action, and upon such terms as may seem just, to make any order for the detention,

preservation, or inspection of any property, being the subject of such action, and for all or any of the purposes aforesaid to authorise any person or persons to enter upon or into any land or building in the possession of any party to such action, and to authorise samples to be taken; and, for all or any of the purposes aforesaid, to authorise any observation to be made or experiment to be tried by persons authorised for that purpose, which may seem necessary or expedient for the purpose of obtaining full information or evidence. The Court or Judge may also, in all cases where it shall appear necessary for the purposes of justice, make any order for the examination upon oath before any officer of the Court, or any other person or persons, and at any place, of any witness or person, and may order any deposition so taken to be filed in the Court, and may empower any party to any action or other proceeding to give such deposition in evidence therein on such terms, if any, as the Court or a Judge may direct.

47. The plaintiff may, at any time before receipt of the defendant's particulars of defence, or after the receipt thereof before taking any other proceeding in the action (save an application for further particulars or other interlocutory application), by notice in writing, wholly discontinue his action or withdraw any part or parts of his alleged cause of complaint, and thereupon he shall pay the defendant's costs of the action, or, if the action be not wholly discontinued, the defendant's costs occasioned by the matter so withdrawn. Such costs shall be taxed in the manner prescribed by Rules of Court, and such discontinuance or withdrawal, as the case may be, shall not be a defence to any subsequent action. Save as in this Rule otherwise provided, it shall not be competent for the plaintiff to withdraw the Record or discontinue the action without leave of a Judge, but a Judge may, before, or at, or after the trial, upon such terms as to costs, and as to any other action, and otherwise as he may direct, order the action to be discontinued, or any part of the alleged cause of complaint to be struck out. A Judge may, in like manner, and with the like discretion as to terms, upon the application of a defendant, order the whole or any part of his alleged grounds of defence or counterclaim to be withdrawn or struck out, but it shall not be competent to a defendant to withdraw his defence, or any part thereof, without such leave. Any judgment of nonsuit, unless the Judge otherwise directs, shall have the same effect as a judgment upon the merits for the defendant.

Costs.

48. The costs of and incident to all proceedings in the High Court shall be in the discretion of the Court; but nothing herein contained shall deprive a trustee, mortgagee, or other person of any right to costs out of a particular estate or fund, to which he would be entitled according to the rules hitherto acted upon in Courts of Equity.

Appeals and New Trials.

49. A new trial shall not be granted on the ground of misdirection or of the improper admission or rejection of evidence, unless in the opinion of the Court to which the application is made some substantial wrong or miscarriage has been thereby occassioned in the trial of the action; and if it appear to such Court that such wrong or miscarriage affects part only of the matter in controversy, the Court may give final judgment as to part thereof, and direct a new trial as to the other part only.

50. Bills of exceptions and proceedings in error shall be abolished.

51. All appeals to the Court of Appeal shall be by way of re-hearing, and shall be brought by notice of motion in a summary way, and no petition, case, or other formal proceeding other than such notice of motion shall be necessary. The appellant may by the notice of motion appeal from the whole or any part of any judgment, decree, rule, or order, and the notice of motion shall state whether the whole or part only of such judgment, decree, rule, or order is complained of, and in the latter case shall specify such part.

52. The notice of appeal shall be served upon all parties directly affected by the appeal, and it shall not be necessary to serve parties not so affected; but the Court of Appeal may direct notice of the appeal to be served on all or any other parties to the action, or upon any person or body corporate, not a party, and in the meantime may postpone or adjourn the hearing of the appeal upon such terms as may seem just, and may give such judgment and make such decree or order as might have been made if the persons or bodies corporate served with such notice had been originally parties. Any notice of appeal may be amended at any time as to the Court of Appeal may seem fit.

53. The Court of Appeal shall have all the powers and duties as to amendment and otherwise of the Court of First Instance, together with full discretionary power to receive further evidence upon questions of fact, such evidence to be either by oral examination in court, by affidavit, or by deposition taken before an examiner or commissioner. Such further evidence may be given without special leave upon interlocutory applications, or in any case as to matters which have occurred after the date of the judgment or order from which the appeal is brought. Upon appeals from a decree or judgment upon the merits, at the trial or hearing of any cause or matter, such further evidence (save as aforesaid) shall be admitted on special grounds only, and not without special leave of the Court. The Court of Appeal shall have power to give any judgment and make any decree or order which ought to have been made, and such further or other order as the case may require. The powers aforesaid shall be exercised by the said Court, notwithstanding that the notice of appeal may be that part only of the decision may be reversed or varied, and such powers may also be exercised in favour of all or any of the respondents or parties, although such respondents or parties may not have appealed from or complained of the decision. The Court of Appeal shall have power to make such order as to the whole or any part of the costs of the appeal as may seem just.

54. It shall not, under any circumstances, be necessary for a respondent to give notice of motion by way of cross appeal, but if a respondent intends, upon the hearing of the appeal, to contend that the decision of the Court below should be varied or altered, he shall, within such time as may be prescribed by rules of Court or by special order, give notice of such intention to any parties who may be affected by such contention. The omission to give such notice shall not diminish the powers by this Act conferred upon the Court of Appeal, but may, in the discretion of the Court, be ground for an adjournment of the appeal, or for a special order as to costs.

55. When any question of fact is involved in an appeal, the evidence taken in the Court below shall be brought before the Court of Appeal in such manner and form as may be prescribed by Rules of Court or by special order.

56. If, upon the hearing of an appeal, a question arise as to the ruling or direction of the Judge to a jury or assessors, the Court shall have regard to verified notes or other evidence, and to such other materials as the Court may deem expedient.

57. No interlocutory order or rule from which there has been no appeal shall operate so as to bar or prejudice the Court of Appeal from giving such decision upon the appeal as may seem just.

58. No appeal from any interlocutory order or rule shall, except by special leave of the Court of Appeal, be brought after the expiration of twenty-one days, and no other appeal shall, except by such leave, be brought after the expiration of six months. The said respective periods shall be calculated from the time at which the order, rule, judgment, or decree is registered, or, in the case of the refusal of an application, from the date of such refusal, or from such time as may be prescribed by Rules of Court.

59. An appeal shall not operate as a stay of execution or of proceedings under the decision appealed from, except so far as the Court appealed from, or any Judge thereof, or the Court of Appeal, may so order; and no intermediate act or proceeding shall be invalidated, except so far as the Court appealed from may direct.

JUDICIAL SALARIES.—A correspondent of the *Times* points out that at the moment the Lord Chancellor is proposing to pay the Judges of his new Appeal Court at a less rate than was many years ago thought proper for the Judges of an intermediate Court of Chancery Appeal and also to cut down the pensions of all the Judges, in Victoria the Houses of Parliament, finding that a salary of £2,600 did not command the best legal talent, have raised the salary of Puisne Judges to £3,000, and of Chief Justices to £3,500.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Feb. 21, 1873.

3 per Cent. Consols, 92⅝	Annuities, April, '85 9⅜
Ditto for Account, Mar. 6, 92⅝	Do. (Red Sea T.) Aug. 1905 18⅜
3 per Cent. Reduced 92⅞	Ex Bills, £1000, — per Ct. 1 pm
New 3 per Cent., 92⅞	Ditto, £500, Do —1 pm
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, —1 pm
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 249
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 205	Ind. Enf. Pr., 5 p C., Jan. '72
Ditto for Account. —	Ditto, 5½ per Cent., May, '79 105
Ditto 5 per Cent., July, '80 105¼	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 101
Ditto 4 per Cent., Oct. '88 1 05	Do. Bonds, 4 per Ct., £1000
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000
Ditto Enfaced Ppr., 4 per Cent. 96	

RAILWAY STOCK.

	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	119
Stock	Caledonian	100	95¼
Stock	Glasgow and South-Western	100	131
Stock	Great Eastern Ordinary Stock	100	40⅜
Stock	Great Northern	100	132
Stock	Do., A Stock*	100	149½
Stock	Great Southern and Western of Ireland	100	116xd
Stock	Great Western—Original	100	127
Stock	Lancashire and Yorkshire	100	157
Stock	London, Brighton, and South Coast	100	79
Stock	London, Chatham, and Dover	100	24¼
Stock	London and North-Western	100	149¼
Stock	London and South Western	100	105
Stock	Manchester, Sheffield, and Lincoln	100	80
Stock	Metropolitan	100	99½
Stock	Do., District	100	30
Stock	Midland	100	142
Stock	North British	100	64½
Stock	North Eastern	100	164½
Stock	North London	100	120
Stock	North Staffordshire	100	70
Stock	South Devon	100	75
Stock	South-Eastern	100	104½

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The Bank return shows an increase in bullion of £272,847, and the proportion of reserve to liabilities has risen to 46¾.

Up to Thursday prices in the railway market tended downwards, but on that day there occurred a marked reaction, some of the leading stocks closing 1 higher.

Foreign stocks have been on the whole steady, though there has been some dullness in the latter part of the week. Russian, 1872, declined ¼ on a rumour of a new loan.

The subscription list for shares in the Railway Passengers' Luggage Insurance and Express Delivery Company (Limited), will be closed this day (Saturday) for London, and Monday, the 24th inst., for country applications. The shares are quoted ¾ to 1¼ prem.

The Metropolitan Board of Works give notice that they will be prepared to receive on Thursday, the 6th of March next, at the Bank of England, sealed Tenders for a further loan of £1,800,000. The Stock will be consolidated with that now outstanding, which amounts to £3,527,978 0s. 2d., and bears interest at the rate of £3 10s. per cent. per annum, payable quarterly at the Bank of England (dividend warrants being transmitted by post, if desired) in January, April, July, and October. The primary security for this Stock is the power of the Board to rate the whole rateable property within the Metropolitan area. The annual rateable value of this area now amounts to £20,287,709, and a rate of one penny in the pound produces upwards of £84,500.

Messrs. Grant, Brothers & Co. are authorised by the River Plate and Brazil Telegraph Company to offer for public subscription 10,000 shares of £20 each. The capital to be raised is £400,000, of which one-half has already been subscribed in Brazil and River Plate. The price of subscription is par, payable £1 per share on application, £4 on allotment, and £5 on 10th April, May, and June. With option to subscribers to pay up the whole amount on any date when an instalment falls due. Interest at six per cent. per annum will be paid up to the 15th of August next (when the submarine cable is to be laid), from the respective dates of payment of the instalments. The dividends as declared from time to time, will be payable half-yearly in London, at the banking house of Messrs. Grant, Brothers & Co. The prospectus states that the company was formed some time since in Rio de Janerio, by a number of influential merchants to supply the important link in the chain of communication between the South Atlantic and the Pacific, and Europe and the West, by connecting by a submarine cable Rio de Janeiro with Monte Video and Buenos Ayres, and for this purpose an exclusive privilege has been granted by the Imperial Government of Brazil for a period of forty years. Concessions have also been granted with the same object by the Government of the Republic of Uruguay for a similar period, and by the Government of the Argentine Republic in perpetuity, the whole of which concessions and privileges are now vested in the company. The shares are already quoted 1 to 1¼ prem.

BIRTH AND MARRIAGES.

BIRTH.

ROBERTSON.—On Feb. 14, at 28, Dublin-street, Edinburgh, the wife of J. P. B. Robertson, Esq., advocate, of a son.

MARRIAGES.

KNOWLES—MELLOR—On Feb. 13, at All Saints, Huntingdon, George Knowles, Esq., of the Inner Temple, B.A., J.P., to Fanny Maria, second daugher of William Jones Mellor, Esq., of Huntingdon.

WATKINS—BOWMAN—On Jan. 18, at the Cathedral, Calcutta, Algernon Fiennes Nowell Watkins, of Calcutta, solicitor and notary public, to Mary Macdonald (Lille) Bowman, eldest daughter of Capt. F. W. Bowman, of Northampton.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, Feb. 14, 1873.

Hallward, Charles Berners, and Daniel De Castro, Mitre court, Temple, Attorney-at-Law. Dec 31

Hodgson, Thomas Richard Tucker, and Charles Bray Hodgson, Waterloo street, Birmingham. Dec 31

Winding up of Joint Stock Companies.

FRIDAY, Feb. 14, 1873.

LIMITED IN CHANCERY.

London and Limpopo Mining Company (Limited) —Petition for winding up, presented Feb 8, directed to be heard before the Master of the Rolls, on Feb 22. Kimber and Ellis, Lombard street, solicitors for the company.

Whessoe Iron Company (Limited).—Petition for winding up, presented Feb 7, directed to be heard before Vice Chancellor Malins, on Feb 24. Foster, King's road, Gray's inn; agent for Wooler, Darlington, solicitor for the petitioners.

COUNTY PALATINE OF LANCASTER.

FRIDAY, Feb. 14, 1873.

County Palatine Loan and Discount Company (Limited).—By an order made by Vice Chancellor Little, dated Feb 5, it was ordered that the voluntary winding up of the above Company be continued. Harvey and Alsop, Liverpool, solicitors for the petitioners.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, Feb. 11, 1873.

Alison, Charles, Teheran, Persia, H.M.'s Minister. April 2. Ongley v Hill, V.C. Malins. Finch and Co, Gray's inn sq

Brooks, Isaac, Portsea, Southampton, Retired Blacksmith. March 4. Tammadge v Phillips, M.R. Stigant, Portsea

Magub, William Sutton, Newport, Monmouth, Ship Chandler. March 15. Plummer v Morgan, V.C. Malins. Williams and Co, Newport

Pearse, Robert William Skinner, Regent st, Tin plate Worker; and Hannah Pearse, Hanover st, Peckham. March 20. Pearse v Pearse, V.C. Malins. Rose and Thomas, Salisbury st, Strand

FRIDAY, Feb. 14, 1873.

Bones, Sophia, Bedford, Spinster. March 18. Headly v Headley, V.C. Malins. Stoker, Gray's inn square

Burton, Henry Mortimer, John's place, Holland street, Southwark, Millwright. March 10. Burton v Waller, M.R. Stoneham, Philpot lane, Fenchurch st

Eden, Winnifred Manning, Uxbridge common, Middlesex, Spinster. March 12. Eden v Oldaker, V.C. Malins. Ward, Bedford row

Hughes, Richard, Liverpool, Gent. March 12. Herriotts v Wade. Registrar, Liverpool District

Humphrys Edwin Powell, Stroud, Gloucester, Accountant. March 8. Humphrys v Humphrys, V.C. Malins. Peacock, South square, Gray's inn

Monaghan, Michael, Sheffield, Bootmaker. March 10. Chambers v Monaghan, M.R. Clegg, Sheffield

Price, Edward, Hornsey lane, Highgate, Esq. April 6. Price v Price, V.C. Malins. Burchell, Broad sanctuary

Raishley, Jane, Milton, East Knoyle, Wilts, Widow. March 11. Raishley v Swyer, M.R. Robins, Tokenhouse yard

Sheppard, Rev Thomas, Penton street, Pentonville. March 12. Grellet v Wilkinson, V.C. Wickens. Torr, Bedford row

Webster, John, Featherstone, York, Master Sinker. March 15
Webster v Webster, V.C. Malins. Arundel, Pontefract

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Feb. 17, 1873.

Andrews, John, Blackburn, Lancashire, Broker. June 1. Wheeler and Co, Blackburn
Armitage, James, Huddersfield, York, Fancy Woolen Manufacturer. April 1. Milnes, Huddersfield
Aspinal, Kaye, Brighouse, York, Esq. March 31. Chambers and Chambers, Brighouse
Bateman, Henry, London road, Clapton, Esq. March 25. Crampern, Saint Nicholas road, Upper Tooting
Baxter, William Henry, Dublin, Ireland, Surgeon R.N. Feb 27. Hildreth and Ommanney, Norfolk street, Strand
Birkinshaw, Joseph, Gainsborough, Lincoln, Gent. April 1. Annesley, Saint Alban's
Bone, Matilda Caroline, Southall, Middlesex, Widow. March 31. Dod and Longstaffe, Berners street
Bonnetti, Angel, Scarborough, York, General Dealer. March 1. Richardson, Scarborough
Bonville, William, Bryntowy, Carmarthen, Gent. March 31. Lloyd, Carmarthen
Boswell, Edith, Watford, Hertford. April 15. Pugh, Watford
Burnaby, Gustavus Andrew, Somerby, Leicester, Clerk. March 31. White and Co, Great Marlborobgh street
Cator, Rev Charles, Stokesley, York. March 25. Hooke and Street, Lincoln's inn fields
Clarke, Marianne, Scarb rough, York, Widow. March 1. Richardson, Scarborough
Clarke, Anthony William, Saint Leonards, Sussex, Gent. April 10. Chamberlain, Basinghall street
Coombs, Sarah Combes, Milford, near Salisbury, Wilts, Widow March 25. Hooke and Street, Lincoln's inn fields
Dumbell, John, Liverpool, Gent. April 10. Grace and Co, Liverpool
Eaton, Robert, Claverton Manor house, near Bath, Somerset, Esq. March 19. White and Co, Whitehall place
Ellerby, William, Prince's yard, Prince's square, Bayswater, Horse Dealer. March 31. Vandercon and Co, Bush lane
Hall, Henry, Ardley, Oxford, Farmer. Feb 28. Mills, Bicester
Hampton, William, Birmingham, Jeweller's Workman. March 12. Challinor, Hanley
Hobson, John, Scarborough, York, Coach, Builder. March 1. Richardson, Scarborough
Jennings, Sarah, Brierley street, Bethnal Green, Widow. March 8. Robinson and Preston, Lincoln's inn fields
London, James, Keynsham, Somerset, Gent. April 30. Livett, Bristol
London, James Herman, Bristol, Gent. April 30. Levitt, Bristol
Lough, Robert, Newcastle-upon-Tyne, Steamboat Owner. April 13. Hodge and Harle, Newcastle-upon-Tyne
Maccaughey, Hugh Wade, Wimbledon, Surrey, Esq. March 23. Gray and Mounsey, Staple inn
Marsden, George, Liverpool, Accountant. April 2. Marsden, King's road, Bedford row
Matthewman, William, Huddersfield, York, Dyer. March 10. Laycock and Co, Huddersfield
Midgley, John, Alwoodley, York, Farmer. May 1. Whiteley, Leeds
Mott, Edwin Lever, Fareham, Southampton, Licensed Victualler. March 15. Donnithorne, Fareham
Ness, Elizabeth, New Windsor, Berks, Widow. March 11. Phillips, Windsor
Pile, Thomas, Cranbrook, Kent, Farmer. May 7. Wilson and Co, Cranbrook
Rawson, Benjamin, Arlington road, Canden Town, Esq. March 28. Bischoff and Co, Great Winchester street buildings
Skinner, George, Bath, Surgeon. March 1. Perham, Wrington, near Bristol
Spink, William, Scarborough, York, Tobacconist. March 1. Richardson, Scarborough
Tomlinson, Thomas, Inner Temple, Barrister-at-Law. March 19. White and Co, Whitehall place, Westminster
Widdowson, John, Stonebridge Farm, Lancashire, Farmer. March 31. Holt and Rowe, Liverpool

Bankrupts.

FRIDAY, Feb. 14, 1873.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Beardall, John, Hanway street, Oxford street, Tavern Keeper. Pet Feb 12. Spring-Rice. Feb 27 at 11
Drew, Reginald George, Great Tower street, Paint Manufacturer. Pet Feb 12. Roche. Feb 27 at 1
Watson, John, Strand, Hotel Keeper. Pet Feb 10. Brougham. Feb 28 at 11

To Surrender in the Country.

Bridgett, George, Nottingham, Yarn Agent. Pet Feb 11. Patchitt. Nottingham, March 7 at 12
Hart, Henry, Ramsgate, Kent, Pawnbroker. Pet Feb 11. Callaway. Canterbury, Feb 25 at 11
Philpott, Edward Price, Tunbridge, Wells, Kent, Attorney. Pet Feb 10. Cripps. Tunbridge Wells, March 3 at 12.30

BANKRUPTCIES ANNULLED.

FRIDAY, Feb. 14, 1873.

Harbridge, Isabella, Liverpool, Cart Owner. Dec 19

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Feb. 17, 1873.

Acutt, George, Bristol, Corn Factor. Feb 26 at 12, at offices of Plumber, Bristol chambers, Nicholas street, Bristol
Arrowsmith, William, Pembroke Dock, Pembroke, Boot Maker. Feb 22 at 1, at the Guildhall, Carmarthen. Parry, Pembroke Dock
Ashton, Charles, Stockwell street, Greenwich, Hatter. Feb 24 at 12, at the Chamber of Commerce, Cheapside
Atley, Thomas, Blythe, Nottingham, out of business. Feb 26 at 12, at offices of Tattershall, Queen street, Sheffield
Ball, James, Bolton, Manchester, Fish Curer. Feb 27 at 3, at offices of Fielding, Bowker's row, Lancashire
Barlow, John, New Swindon, Wilts, Carrier. Feb 27 at 2, at offices of Kinneir and Tombs, High street, Swindon
Barre, Antione Marie, Chepston place, Westbourne grove, Wine Merchant. Feb 28 at 12, at offices of Harrison, Walbrook
Baxter, Charles Willding, Down street, Plumstead road, Corn Dealer. Feb 24 at 12, at offices of Harrison, Furnival's inn, Holborn
Bennett, Benjamin, Derby, Tin Plate Worker. March 1 at 11, at office of Briggs, Full street, Derby
Bennett, Giles, Vauxhall bridge road, Builder. Feb 28 at 2, at office of Nickinson and Co, Chancery lane
Bland, Edward, Birmingham, Grocer. Feb 27 at 12, at offices of Free, Temple row, Birmingham
Browning, George Henry, Spring street, Paddington, Refreshment Contractor. Feb 28 at 11, at the Law Institution, Chancery lane. Kendall and Congreve, Carey street
Cain, Louisa Hogan, Great Crosby, near Liverpool, Grocer. Feb 26 at 3, at offices of Culshaw, Lord street, Liverpool
Conway, Joseph John, Blackmoor street, Clare Market, Draper. Feb 24, at 33, Gutter lane, Cheapside, (in lieu of the place originally named)
Cotton, Francis Lovett, Bishopsgate street, Merchant. March 3 at 3, at the London Tavern, Bishopsgate street. Simpson and Cullingford, Gracechurch street
Crabb, John, Exeter, Boot Maker. Feb 27 at 12, at the Castle Hotel, Castle st, Exeter. Floud, Exeter
Crapper, Evan, Swansea, Glamorgan, Ironmonger. Feb 26 at 1, at offices of Williams and Co, Exchange, Bristol. Field, Swansea
Davies, James Burrows, Liverpool, out of business. Feb 28 at 2, at offices of Lowe, Castle street, Liverpool
Davis, Walter, Drummond street, Hampstead road, Dealer in Corn. Feb 28 at 3.30 at offices of Stocken and Jupp, Leadenhall street
Dawe, George, Devonport, Devon, Baker. March 4 at 12, at offices of Sole and Gill, Saint Aubyn street, Devonport
Dearden, Henry, Halifax, York, Joiner. Feb 26 at 11, at offices of Norris and Co, Townhall chambers, Halifax
Dickinson, Joseph, and William Hall, Wombwell, Darfield, York, Glass Bottle Manufacturers. Feb 27 at 11, at offices of Dibb, Regent street Barnsley
Dodson, William Beckitt, Roughbirchworth Farm, York, Farmer. Feb 27 at 12, at the, King's Head Hotel, Barnsley. Burdekin and Co
Douglass, Jonathan, Kingston-upon-Hull, Fruiterer. Feb 26 at 2, at offices of Laverack, County buildings, Land of Green Ginger, Kingston-upon-Hull
Downing, Joseph, and William Gilmore, Burslem, Stafford Manufacturers. Feb 26 at 3, at office of Hollinshead, Market street, Tunstall
Edgerley, Richard, Norton, Cheshire, Farmer. Feb 27 at 11, at offices of Davies and Co, Bewsey street, Warrington
Edwards, Henry, Pontypool, Monmouth, Brewer. March 3 at 2, at offices of Sayce, Lion street, Abergavenny
England, William, Stanhope terrace, Gloucester rd, South Kensington, Insurance Broker. Feb 28 at 1, at the London Tavern, Bishopsgate street Within. Parker and Clarke, Saint Michael's alley, Cornhill
Fisher, Thomas Samuel, High st, Vauxhall, Drain Pipe Manufacturer. Feb 24 at 2, at the Guildhall Coffee, Guildhall yard. Foster, King's road, Gray's inn
Fryer, James William, and George Philips, Euston rd, Iron Bedstead Makers. March 3 at 3, at offices of Pinwill, Pinners' hall, Old Broad street. Sharpoole, Old Broad st
Garnett, William Osmond, Landport, Southampton, Butcher. Feb 26 at 12, at offices of Wainscot, Union street, Portsea. Walker, Portsea
Gass, Andrew, Knaresborough, York, Draper. Feb 27 at 1, at offices of Kirby and Son, Knaresborough
Golding, Simon, Bury Saint Edmunds, Suffolk, Carpenter. March 4 at 11, at the Guildhall, Bury Saint Edmunds. Saimon and Son
Goude, William, Wisbech, Cambridge, Blacksmith. Feb 24 at 12, at offices of Ollard, Market place, Wisbech
Greenwood, William, Halifax, York, Cotton Doubler. Feb 22 at 11, at offices of Norris and Co, Crossley street, Halifax
Gudridge, Samuel Knight, Devonport, Devon, Grocer. Feb 26 at 11, at offices of Elworthy and Co, Courtenay street, Plymouth
Hague, John Campbell, York, North Ormsby, Butcher. Feb 26 at 11, at offices of Brailthwaithe and Co, Albert road, Middlesborough. Bainbridge, Middlesborough
Hamilton, Frederic, Manchester, Agent. Feb 26 at 11, at offices of Jones, Princess street, Manchester.
Harper, William, Kingston-upon-Hull, Builder. Feb 24 at 2, at office of Robit and Sons, Trinity House lane, Hull
Hayes, James Andrew, James Andrew Allen Hayes, and William Allen Hayes, Bedminster, Bristol, Builders. Feb 26 at 12, at offices of Brittan and Co, Small street, Bristol
Heath, John Henry, Charing cross, Chemist. Feb 24 at 2, at office of Maniere, Gray's inn, square
Hibberd, James, Britannia terrace, Kensal road, Westbourne park, Builder. Feb 26 at 12, at offices of Chubb, Bucklersbury
Hodgson, Thomas, Headingley-cum-Burley, Leeds, Stone Merchant. Feb 27 at 2, at offices of Simpson and Burrell, Albion street, Leeds
Houchin, Benjamin, Rockland Saint Peters, Norfolk, Baker. March 1 at 12, at offices of Feltham, The Walk, Norwich
Howse, Henry, Stratford, Essex, Accountant. Feb 24 at 1, at the Corn Exchange Tavern, Mark lane. Hillearys and Tunstall, Fenchurch buildings
Hulme, Samuel, and Frederick Hulme, Heaton Norris, Lancashire, Stone Masons. Feb 25 at 3, at offices of Johnston, Vernon street, Stockport
Humphrys, Edwin Gregory, London road, Southwark, Cheesemonger. Feb 24 at 2, at offices of Nicholls and Leatherdale, Old Jewry chambers. Wright and Son, Paper buildings, Temple
Lainson, George, Larkhall lane, Lambeth, Decorator. March 4 at 2, at office of Holloway, Ball's pond road Islington. Heathfield, Lincoln's inn fields
Lee, Henry, and Samson Marsden Lee, Leeds, Dyers. Feb 28 at 12, at offices of Pullan, Bank chambers, Bank row, Leeds
Lewis, Samuel Henry, Hanley, Stafford, Painter. Feb 26 at 11, at the County Court Offices, Cheapside, Hanley. Stevenson, Hanley

Maude, Abraham, Farsley, York, Farmer. Feb 26 at 11, at offices of Berry and Robinson, Charles street, Bradford

Mayn, Jeffrey, Sible Hedingham, Essex, Accountant. March 5 at 2, at the Commercial Hotel, Great Bardfield

Morris, William, Newcastle-upon-Tyne, Earthenware Manufacturer. Feb 27 at 2, at offices of Bousfield, Market street, Newcastle-upon-Tyne

Morton, John, Outlane, Huddersfield, York, Linsey Manufacturer. March 4 at 4, at offices of Learoyd and Learoyd, Buxton road, Huddersfield

Mustill, William Robert, Toft, Cambridge, no occupation. Feb 21 at 12, at offices of Jarrold, Saint Andrew's hill, Cambridge

Palliser, John, Newcastle-upon-Tyne, Tailor. March 3 at 12, at offices Story, Cross House, Westgate road, Newcastle-upon-Tyne

Peters, Gordon Donaldson, and John Barrett, Bolton, Lancashire, Cotton Waste Manufacturers. Feb 25 at 12, at 33, Gutter lane. Phelps and Sidgwick, Gresham street

Polley, Osborn, Witham, Essex, Builder. Feb 25 at 12, at offices of Duffield and Bruty High street, Chelmsford

Pryce, William, jun, Poland street, Oxford street, Tailor. Feb 21 at 12, at the Warehousemen's Association's Offices, Gutter lane. Dobie, Basinghall street

Reynolds, Henry George, and Anne Christiana Norman, Newport, Monmouth, Stationers. Feb 26 at 12, at offices of Lloyd, Bank chambers, Newport

Richardson, Thomas Hope, Birmingham, Tailor. Feb 25 at 2, at offices of Phillips, Moor street, Birmingham

Smith, John Midgley, and Alfred Kaye, Manchester, Drapers. Feb 27 at 3, at offices of Vaughan and Co, Princess street Manchester. Jones, Manchester

Snetzum, William, Cardiff, Glamorgan, Waggon Builder. March 3 at 10, at the Royal Hotel, Saint Mary street, Cardiff. Ingledew and Co, Cardiff

Stott, Charles, Birtley, Durham, Butcher. March 4 at 12, at offices of Dickinson, Pilgrim street, Newcastle-upon-Tyne

Sydenham, George, Cannock, Stafford, School-master. Feb 25 at 11, at offices of Glover, Park street, Walsall

Taylor, William, jun, Slaugham, Sussex, Miller. March 4 at 2, at the Talbot Hotel, Cuckfield. Black and Co, Brighton

Tonge, James, Walsall, Stafford, Builder. March 6 at 3, at offices of Rowlands and Co, Colmore row, Birmingham

Umbers, Henry, Smethwick, Stafford, Draper. Feb 26 at 12, at offices of Fellows, Dudley Port, Stafford

Weaver, Edmund William, Vauxhall bridge road, House Furnisher. Feb 25 at 2, at offices of Lovett, King William street

Webster, John, Wavertree, near Liverpool, Builder. Feb 27 at 11, at offices of Miller and Co, Harrington street, Liverpool

Westacott, John, Newport, Monmouth, Builder. Feb 26 at 11, at offices of Gibbs, Commercial street, Newport

Westley, Robert, Camden road, Camden Town, Apothecary. Feb 28 at 2, at offices of Maniere, Gray's inn square

Wetherell, Horatio, Nathan Wetherell, and Louis Quintas, Lime street, Merchants. Feb 25 at 2, at offices of Cooper and Co, George street, Mansion House. Uptons, Austin friars

Wigfall, William, sen, Pontefract, York, Brush Manufacturer. Feb 25 at 11 at offices of Fernandes and Gill, Cross square, Wakefield

Wilson, Abraham, Dewsbury, York, Shoddy Merchant. March 3 at 10.30, at the Station Hotel, Batley. Scholes and Son, Dewsbury

Wilson, John, jun, Hunmanby, York, Commission Agent. Feb 26 at 3, at office of Williamson, Newborough street, Scarborough